

Incorporated March 27, 1886.

Capital, \$500,000.

SAN LUIS OBISPO,
CALIFORNIA.

WEST COAST LAND CO.

DIRECTORS:

GEO. C. PERKINS,
JNO. L. HOWARD,
ISAAC GOLDTREE,
R. E. JACK,
C. H. PHILLIPS.

OFFICERS:

JOHN L. HOWARD, President,
ISAAC GOLDTREE, Vice Pres't.
R. E. JACK, Treasurer,
C. H. PHILLIPS,
Secretary and Manager.

DESCRIPTIVE CATALOGUE

AND PRICES OF

THE PASO ROBLES, SANTA YSABEL AND EUREKA RANCHES, TOGETHER WITH 12,000 ACRES OF THE HUER-HUERO RANCH, COMPRISING 64,000 ACRES OF THE FINEST AGRICULTURAL AND FRUIT LANDS IN THE STATE, WITH A FEW NOTES ON CALIFORNIA, AND A BRIEF DESCRIPTION OF SAN LUIS OBISPO COUNTY.

SEPTEMBER, 1886.

C. H. PHILLIPS, - - - MANAGER.

SAN LUIS OBISPO:
TRIBUNE PRINTING CO.

Ionians who are contemplating a change of climate and think of emigrating to the Pacific Coast will be interested in reading the advertisement of the "West Coast Land Company." This company has recently placed on the market a valuable tract of land embracing 64,000 acres, and lying in the fertile San Luis Obispo valley. The reputation of the directors of the company is not confined to the limits of California, and is such as to ensure for the enterprise a successful issue. They are ex-Governor Perkins, John L. Howard, largely interested in steamship and railroad lines; C. H. Phillips, an energetic and sagacious business man, to whom has been entrusted the management of the company's affairs, and others equally distinguished in commercial circles. The ranches to be subdivided lie within a few miles of the coast and only eight hours by railroad from San Francisco.—*The Ionia Sentinel, Ionia, Mich.*

We are glad to note the remarkable and very satisfactory results of the operations of the West Coast Land Company. Although the company is as yet hardly ready for business, the lithographic maps of their properties not yet in their hands, and their circulars not ready for distribution, their sales in the last few weeks approximate \$100,000, and they have received nearly 1,000 applications for information. While it is true that the sales made are trifling in comparison with the enormous area yet to be disposed of, yet the work is very significant. There is indicated a very wide spread awakening to the fact that great tracts of the finest lands in California of virgin, unbroken soil remain at this late date open for purchase; that these lands are now for the first time being reached by railroad facilities, and are being cut up and sold in small subdivisions and at exceedingly low prices as compared with the value of similar lands in other parts of the State. The success of the West Coast Land Company is due largely, of course, to the character of the lands themselves as we have described them, but perhaps quite as much to the prominence and intelligent effort of the gentlemen who compose the company. When, as in this case, a number of the most prominent members of a community, whose business ability is indicated by the abundant success and large wealth which has resulted from the management of their individual concerns, unite their forces in an enterprise of this kind, two things may be considered demonstrated; the one that the enterprise is worthy of the effort, and the second that it will certainly be pushed to a speedy and gratifying conclusion.—*San Luis Obispo Tribune.*

ABSOLUTELY
PURE
VASSAL STATE

CALIFORNIA.

Its Position, Area, Climate, Etc.

California, next to the largest State in the Union, occupies the same position in latitude on the Pacific Coast as that territory between Savannah, Georgia and Boston, Mass., on the Atlantic Coast, consisting of the ten States of Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Delaware, Maryland, Virginia, North Carolina and South Carolina. It comprises 120,000,000 acres of land, three-fourths of which are suited to profitable husbandry. It possesses over 700 miles of sea coast, with some of the finest harbors in the world.

As adapted to man's comfort and happiness, the climate is known to excel that of any other country.

Its development, considering its limited history, has astonished even modern civilization. Its gold product has reached the enormous sum of \$65,000,000 in a single year; wool product, 56,000,000 pounds; barley, 23,500,000 bushels, more than that of any other State in the Union, and more than one-half of the entire product of the United States and Territories.

In 1863, California imported her breadstuffs. In 1880, her wheat product was 58,000,000 bushels, requiring a carrying capacity of 550 ships of 2,000 tons each to take the year's surplus to foreign markets.

The product of California's manufactures for 1880, amounted to \$116,000,000.

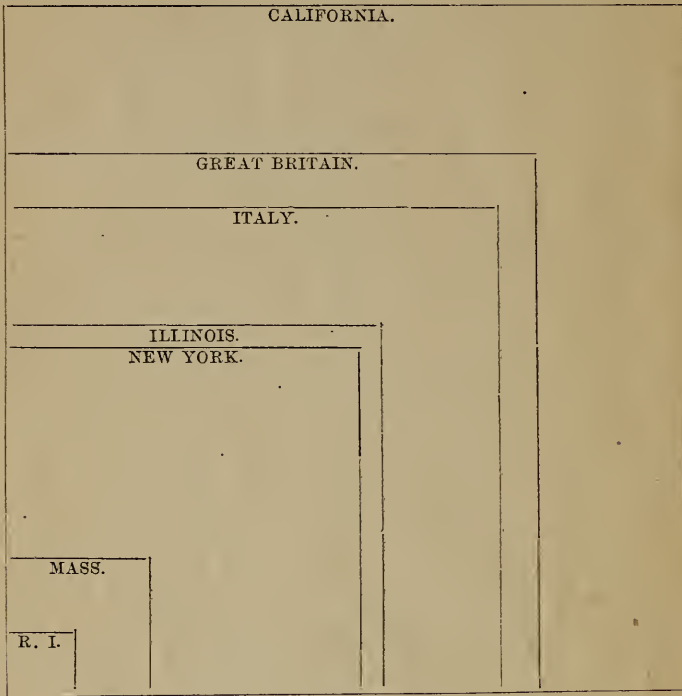
The product of the vineyards reaches 16,000,000 gallons of wine, and 1,000,000 gallons of brandy, and is largely exported to the Eastern States and foreign markets.

California has provided a liberal common school system, second to no other State in the Union. There are two State Normal schools, also twenty incorporated seminaries and colleges.

The Stanford University from a present endowment of \$5,000,000, to be augmented by the balance of the great wealth of its liberal donor, Leland Stanford, to a sum probably exceeding \$20,000,000, and from its beautiful position as to scenery and climate will offer attractions and advantages excelled by none of the great universities of the world.

The Lick Observatory is the largest and most perfectly equipped of any in the world, and has on account of its position and the purity of the atmosphere of California, fifty per cent. greater working power than any other ever built.

Below is a diagram and statement showing the area and population of California as compared with the countries of Great Britain, Italy and other populous and well known States:



CALIFORNIA.
Area, sq. m. 158,360
Population 864,694

GREAT BRITAIN.
Area sq. m. 121,603
Population . . . 36,426,502

ITALY.
Area, sq. m. 114,361
Population . . . 28,209,602

ILLINOIS.
Area, sq. m. 56,650
Population . . . 3,077,871

RHODE ISLAND.
Area, sq. m. 1,250
Population . . . 276,531

New York.
Area, sq. m. 49,170
Population . . . 5,082,871

MASSACHUSETTS.
Area, sq. m. 8,315
Population . . . 1,733,085

	SQ. MI.	POP.
Maine.....	33,040	648,936
Vermont.....	9,565	332,286
New Hampshire.....	9,305	546,991
Massachusetts.....	8,315	1,733,085
Connecticut.....	4,990	622,700
Rhode Island.....	1,250	276,531
New York.....	49,170	5,082,871
Pennsylvania.....	45,215	4,282,891
Total.....	160,850	13,376,291
California.....	158,360	864,694

The population of the State in 1860 was 380,000; in 1870, 560,000; in 1880 865,000; in 1885, estimated 1,000,000. As compared with other countries, the population per square mile is as follows: Belgium, 410; England, 322; Italy, 219; Rhode Island, 200; France, 173; Austria, 160; New York, 100, and California $4\frac{1}{2}$. With the continued and substantial development of the unbounded resources of the State, this difference in population per square mile will gradually disappear. All things considered—climate, resources, comfort, convenience and solid enjoyment of all the luxuries of life—like opportunities for investment do not exist elsewhere. Already unimproved lands in Napa, Alameda, Santa Clara, Los Angeles, San Bernardino and other counties, sell in the open market at from \$200 to \$450 per acre, and improved at from \$500, to \$1250. These prices have become fixed and permanent, based on the income from vine, fruit and other culture.

The total State debt is but little in excess of \$3,000,000, notwithstanding the liberal expenditure in ten years, of \$4,000,000 on public buildings; \$4,500,000 on charities; and \$2,000,000 on public education; while the State holds in trust \$2,700,000 for educational purposes with a cash balance sufficient to offset the debt.

“Such is California, with its 160,000 square miles of territory, its 800 miles of sea coast, its grand Yosemite valley; its stupendous waterfalls, its giant trees, its towering mountains, presenting within the limits of a single State all the climates known to the Union; all the differences of surface from snow-clad peaks to valleys which lie hundreds of feet below the sea level; all the fruits between the equator and the pole; all the minerals known to geology. She invites the world to her table and all may be filled. Her ships go forth to the ends of the earth, laden with gold and grain; with wool and wine; with oranges and oil; with cattle and corn. She has added more than a thousand million dollars to the wealth of the world, in gold alone, and the end is yet afar off. But it is not the beauty of her scenery, nor the gold from her mines, which will make her future fame; it will be the grain from her wheat fields, the fruit from her citrus groves, the wine from her vineyards, the wool from her flocks, the cattle from her hills, the spice-laden breezes which fill her sanitariums with health-seekers, the rose-clad homes which shelter her workers; these will be her glory and make her enduring fame.”

SAN LUIS OBISPO COUNTY.

Position, Area, Topography, Soil, Climate, Productions, Rainfall, Population,
Schools, Churches, Prices of Material and Labor, Taxable Property.

This county lies on the coast half-way between San Francisco and the southern boundary of the State, between 35 degrees and 36 degrees north latitude. It is bounded by the Pacific Ocean on the west, the Coast Range Mountains on the east, Monterey county on the north, and Santa Barbara county on the south, and embraces 3160 square miles or over 2,000 000 acres of land.

It has a sea coast of over 70 miles, and five shipping points where steamers call at regular intervals. Port Harford, the principal port in the county, is the best harbor in California excepting alone San Diego and San Francisco, and is second to San Francisco only, in the value of exports.

It is traversed by a low range of mountains running from northwest to southeast, dividing the county into two unequal parts, one-third being on the coast and two-thirds in the interior.

The coast side is a succession of hills and valleys, well watered by springs and streams, and, tempered by the sea breeze, is generally without frost.

The eastern portion, comprising 1,300,000 acres has an elevation of from 600 to 1000 feet above the sea level, and is drained by the Salinas, Huer-Huero, San Juan, Cholame and Estrella rivers; their waters finding their way through the Salinas to the ocean near Monterey. There are many springs and living streams, but where not sufficient for all purposes, good water can be obtained at a moderate depth.—say from six to thirty feet.

The soil on the coast is rich and deep, alternating adobe and sandy loam, the former predominating. The soil in the eastern part is a deep, rich sandy loam, with slight traces of light adobe; and in both sections from the low valleys to the tops of the highest hills is of the best quality.

The climate of the county in all respects surpasses that of any other portion of the State. It is free from the fogs, winds, excessive rains and cold storms of the northern counties, and the hot winds and light rains of the San Joaquin valleys and the southern counties; and for all branches of farming, stock raising and dairying, requires no irrigation. It has an average rainfall of twenty-one inches along and in the vicinity of the mountains traversing the county, and not more than one-fifth less in most other parts.

Oranges do well in many parts of the county. In the eastern portion, figs, olives, apricots, prunes, plums, peaches, almonds, walnuts and vines of all native and foreign varieties do especially well. In fact, experts in examining soils from all parts of the State, for vines, have decided in favor of this section.

Wheat and barley are produced in great quantities throughout the county. The wheat of the interior is the finest in quality in the State, and is excelled nowhere.

The location of the county is in the way of commerce and in that latitude which warrants immediate development through an increasing immigration. The scenery is grand and inviting. The climate is healthful, no malarial diseases known in the county. The productions are varied, and well calculated to make a prosperous community. The population, starting with 1782 in 1850, reaching 4772 in 1870, 9142 in 1880, is now estimated at over 20,000. The public buildings are up with the times, and over \$90,000 have been expended on the public roads. The shipping facilities are ample and the Southern Pacific R. R. now in the limits of the county, is constructing its road with the boundless means and tireless energy which characterize it. This road will make the favorite through overland route, passing one hundred miles from north to south through the county, making through connection from San Francisco to Los Angeles. The mineral springs are famous the world over. The public schools, now numbering over seventy, are increasing with the increase in population and there are several private schools of a high order in the county. There are three banks, five weekly newspapers and one daily and Churches with full attendance representing all denominations.

The county is best adapted to diversified farming, where an income may be had at all seasons of the year from the varied products of the soil.

The prices of horses and farming implements are about the same here as elsewhere in the State. Good cows are worth \$30 to \$40 a head. Good live oak wood is worth from \$5 to \$5.50 a cord. Common lumber is worth \$20 a thousand feet at the different landings, and the freight added at the County Seat and other interior towns. Common laborers get \$2 a day and find them, selves; \$20 and \$25 a month and found; men in dairy work get from \$25 to \$35 a month during the dairy season; women for general housework get from \$20 to \$30 a month, and are always in demand. Willing and industrious men and women can find work at all times at remunerative wages. The salary of teachers is from \$60 to \$100 a month.

The taxable property of San Luis Obispo County has increased from \$6,000,000 in 1884 to \$10,000,000. The rate of taxation for State and County purposes is \$1.50 and yearly decreasing.

San Luis Obispo is 210 miles from San Francisco by sea; time twelve to fifteen hours; fare, \$8.20. Steamers plying up and down call about once a day. From San Luis Obispo to San Francisco by Southern Pacific Railroad 238 miles; From Crocker to San Francisco by same road 218; from Paso Robles 212.

Freight on grain from the different shipping points to San Francisco is \$2.50 a ton.

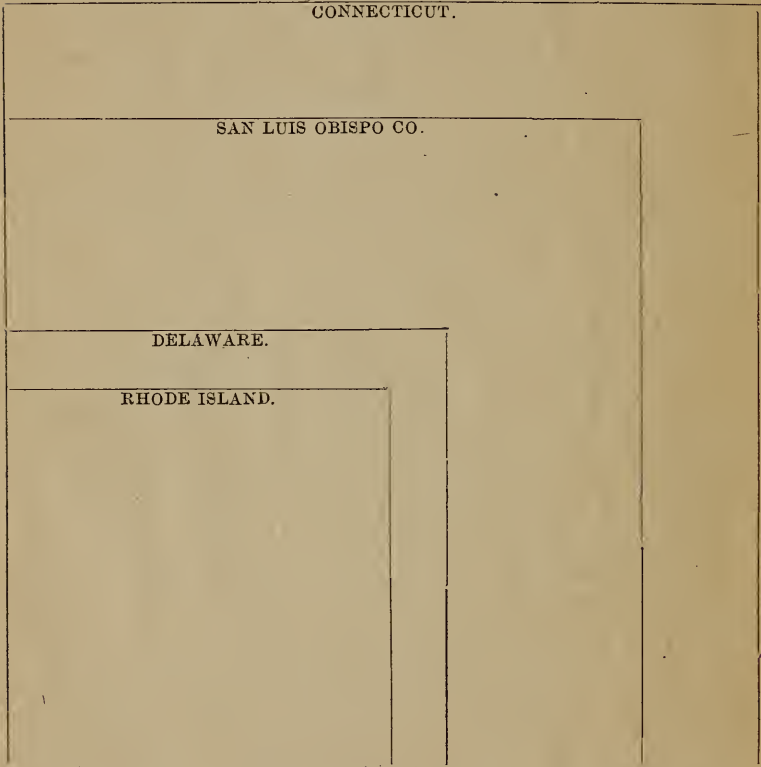
Any person can do better here than elsewhere without money; but every family coming here should have from \$1,000 to \$5,000 in cash, and then by applying the same industry, economy and habits of life as are observed in the Eastern States, more satisfactory results will follow to the husbandman, than in any other country.

Every man coming to this county to settle, should purchase fifty or 100 acres, more or less, according to means. He should set aside one-tenth to one-fifth for fruit and vine culture, and the balance should be used for general farming and stock raising. Following this plan, no man will fail of success.

The diversity of interests in San Luis Obispo county, make it susceptible of supporting a population equal to any like area in the United States.

Comparative Area and Population of San Luis Obispo County.

The following diagram will show the area and population of San Luis Obispo county, as compared with Connecticut, Delaware and Rhode Island:



CONNECTICUT.
Area, sq. m. 4,990
Population 622,700

SAN LUIS OBISPO Co.
Area, sq. m. 3,160
Population 10,000

DELAWARE.
Area, sq. m. 2,050
Population 146,608

RHODE ISLAND.
Area, sq. m. 1,250
Population 276,581

Comparative amount and Variety of Products of San Luis Obispo County.

The following table shows the amount and variety of products of San Luis Obispo county in 1876, when the county produced but little. It is taken for that time for the purpose of comparison with Rhode Island:

	RHODE ISLAND.	SAN LUIS OBISPO.
Wheat.....	784 bushels	635,324 bushels
Rye.....	20,214 bushels	24,690 bushels
Corn.....	311,957 bushels	40,400 bushels
Oats.....	157,010 bushels	76,478 bushels
Potatoes.....	669,408 bushels	125,466 bushels
Tobacco.....	796 pounds	— pounds
Wool.....	77,328 pounds	943,851 pounds
Butter.....	941,199 pounds	1,418,845 pounds
Hay.....	89,045 tons	17,343 tons
Barley.....	— bushels	341,426 bushels
Beans.....	— bushels	104,740 bushels
Flax.....	— pounds	3,807,455 pounds
Cheese.....	— pounds	941,236 pounds
Honey.....	— pounds	87,700 pounds
Buckwheat....	— bushels	480 bushels
Peas.....	— bushels	946 bushels
Onions.....	— bushels	560 bushels
Sugar Beets...	— tons	22 tons
Wine.....	— gallons	1,000 gallons
Beer.....	— gallons	31,286 gallons

Rainfall at Creston taken by J. E. Mosher for the Season of 1885-1886.

CRESTON is a new town located in the center of the Huer-Huero Ranch, 34,000 acres of which have been sold to settlers in the past two years. The 12,000 acres of said ranch remaining form a portion of the 64,000 acres now offered by the West Coast Land Co. which lie in a compact body, the Huer-Huero, forming the eastern part thereof, the Paso Robles the western, and the Santa Ysabel and Eureka the central. This table faithfully indicates the rain supply of these entire lands.

MONTH.	DAY	YEAR	IN.	MONTH.	DAY	YEAR	IN.
November.....	13	1885	.25	"	19	1886	.30
"	16	"	.77	"	20	"	1.37
"	17	"	8.00	"	24	"	.15
"	18	"	2.50	"	26	"	.49
"	19	"	.45	"	27	"	.06
"	22	"	.45	February	28	"	.36
"	23	"	.33	March	1	"	.45
"	25	"	1.05	"	2	"	.24
December.....	21	"	.75	"	4	"	.20
"	25	"	.70	"	5	"	.37
"	26	"	1.11	"	17	"	.46
"	27	"	.30	April	6	"	.47
January.....	12	1886	.50	"	7	"	.63
"	16	"	.28	"	11	"	1.83
"	17	"	.31	"	13	"	.35
"	18	"	1.20				
Total.....							26.68

As reported by J. E. Mosher, at his home at the Huer Huero Rancho.

Comparative Annual Rainfall.

Rainfall at San Luis Obispo as compared with other points in California and the United States.

PLACE.	STATE.	IN.	PLACE.	STATE.	IN.
San Francisco....	California	21.46	Bismark,	Dakota	21.27
*SAN LUIS OBISPO..	"	21.07	Dodge City,	Kansas.....	20.09
Sacramento	"	17.25	North Platte, ..	Nebraska ..	19.97
Santa Barbara....	"	15.31	St. Vincent,...	Minnesota ..	18.62
Los Angeles.....	"	14.92	Lewiston,	Idaho.....	17.14
Monterey.....	"	13.01	Salt Lake City	Utah.....	16.91
Salinas.....	"	12.03	Helena,.....	Montana... ..	15.13
Stockton.....	"	11.37	Denver.....	Colorado... ..	14.98
San Jose.....	"	10.62	Prascott.....	Arizona....	14.51
Chualar.....	"	10.18	Boise City.....	Idaho.....	13.30
San Diego.....	"	9.44	El Paso.....	Texas....	12.11
Soledad.....	"	7.75	Cheyenne.....	Wyoming.. ..	10.85
R. verside.....	"	7.66	Phoenix.....	Arizona....	7.50
.....	

* Average as taken at San Luis Obispo City for the last seventeen years.

Comparative Mean Temperature of Six Coldest Months.

Temperature of Six Coldest months at San Luis Obispo, as compared with the most noted places in the world, regarding climate.

PLACE,	STATE.	DEG. FAH.	PLACE.	STATE.	DEG. FAH.
SAN LUIS OBISPO....	California..	56.15	City of San Remo...	Italy.....	53.80
Santa Barbara.....	California..	55.55	City of Mentone...	France.....	53.21
City of Mexico.....	Mexico.....	55.03	City of Nice.....	Italy.....	48.45
City of Lisbon.....	Portugal....	54.70			

Weather Report at San Luis Obispo for Eight Months, which Includes the Rainy Season of 1885-6.

The U. S. Signal Service established a station at San Luis Obispo, in July 1885, and a fire occasioned its removal after March 1886. The following table gives the observations for the eight months of its existence. The remaining four months are always uniformly fair and pleasant.

1885 AND 1886.										
	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Total	
*Days upon which rain fell,	0	0	0	17	5	13	3	9	47	
" " " snow "	0	0	0	0	0	0	0	0	0	
† " " " frost app'd	0	0	0	0	3	0	0	0	3	
‡ " " " fog "	9	0	0	0	0	0	0	0	9	
" which were cloudy,	0	0	0	11	5	12	1	5	34	
" " " fair,	0	0	0	6	7	8	10	11	42	
" " " clear,	31	30	31	13	19	11	17	15	167	
Highest velocity of wind,	5	28	32	44	36	34	28	42		
Mean Temperature,	62.0°	63.2°	63.0°	56.7°	55.7°	52.7°	58.4°	50.4°	57.8°	
Total number of days,	31	30	31	30	31	31	28	31	243	

* Rain usually falls during hours from sunset to sunrise.

† Fog and Light Frosts appear only, late in the evening and early in the morning.

‡ Miles per hour.

San Luis Obispo County is going to occupy no stand-still position. *The lands are cheaper, all things considered, than in any other section of the State; and, having an assured era of great prosperity in the immediate future, it offers the best inducements to home seekers of any section of the Pacific Coast.*

PROPERTY FOR SALE.

The West Coast Land Company now offers for sale the Paso Robles, Santa Ysabel and Eureka ranches recently purchassd by the company also 12,000 acres unsold of the Huer-Huero ranch belonging to C. H. Phillips.

This immense body of land, comprises 64,000 acres of rich, virgin soil. It lies in a compact body, in the center of San Luis Obispo county, and is within from 9 to 20 miles of the sea coast. It is covered with white and live oak timber, is one of the most picturesque bodies of land in the State, and requires

No Irrigation.

It has an abundance of living water, and where not sufficient for domestic use, good water can be had at a depth of from 10 to 40 feet. It has an average annual rainfall of 21 inches, exceeding by six inches that of Santa Clara county, one of the most prosperous counties in the State.

The extension of the Soutnern Pacific Railway from Soledad southward traverses these lands for 15 miles, throughout their entire length, placing the property within eight hours of San Francisco.

These lands are offered at from \$10 to \$30 an acre and all are susceptible of the highest cultivation. In salubrity of climate, productiveness of soil and location as to market, they are equal to lands in Los Angeles and other counties, which readily bring from \$100 to \$200 and upwards; and as to price and erms offer the best inducements to those seeking homes of any part of the Pacific Coast.

The Paso Robles Ranch

Has been subdivided, and the maps and catalogues are ready for distribution. Pending the preparation of the maps, 30 subdivisions have been sold. The lots sold average in area 80 acres showing the tendency of purchasers. They are the following numbers and may be eliminated from the catalogue, already printed, by intending purchasers: They are 1, 12, 13, 15, 16, 17, part of 71, 74, 112, 113, 114 in two subdivisions, 115, 118, 127, 133, 137, 138, 141, 142, 143, 144, 145, 197, 198, 199, 200, 202, 204 and 205.

Mr. A. J. Hudson purchased 530 acres of this ranch in 1876. Mr. Hudson raised 40 bushel of barley per acre on 50 acres and 25 bushels of wheat per acre on 10 acres in 1877. He commenced plowing for this grain as late as January 16, 1877. It will be observed that this was one of the two famous dry seasons California has experienced since its settlement following the discovery of gold. In 1880 he raised on the same farm 548 sacks of wheat on 19 acres, each weighing 140 pounds an, average of 67 bushels to the acre. Mr. Hudson paid ten dollars an acre for a portion of his land and five for the balance. Four years ago he refused \$40 an acre in cash. It will be observed by reference to the map that 10,000 acres or one-half of the lots lie within a radius of 4 miles of Crocker. The Southern Pacific Railroad in leaving Crocker takes the ascending grade for Morro Pass making all the country west, south and east tributary to that place.

Terms of Sale.

One-third cash; balance in 4 equal payments, at 2, 3, 4 and 5 years; interest 6 per cent per annum. The mortgage tax paid by the mortgagee makes the interest about 4 per cent net to the purchaser. A deposit of \$25 will be required in all cases to cover expenses of sale.

Title:---United States Patent.

The following is a descriptive catalogue of the

Paso Robles Ranch:

1.—65½ acres, 35 first class level farming including alluvial river bottom; 30½ acres lower river bottom, soil in process of formation; house, barn and fenced on two sides; in cultivation, good wheat crop present season, 2 miles from Paso Robles Springs, 4 miles from Crocker.

2.—55 1-5 acres, 31 first class level farming, including alluvial river bottom; 24 1-5 lower river bottom, soil in process of formation; in cultivation and 2 miles from Paso Robles Springs.

3.—58½ acres, 22 first class level farming; 36½ lower river bottom, soil in process of formation; in cultivation and 3½ miles from Crocker.

4.—86 acres, 20 first class farming, level, 12 undulating, 54 river bottom, soil outside of river bed in process of formation.

5.—87 9-10 acres, 54 level farming, 33 9-10 river bottom, soil outside of river bed in process of formation, 3 miles from Paso Robles.

6.—95 36-100 acres, 81 acres level farming land, 14 36-100 river bed, 3 miles from Crocker.

7.—133 acres, 97 level farming, 18 rich alluvial bottom, 18 river bed, 3 miles from Crocker.

8.—129 67-100 acres, 84 level farming, 28 rich alluvial river bottom, permanent water, moist land, 17 67-100 river bed.

9.—86 37-100 acres, 52 level farming, 10 rich alluvial river bottom, cotton wood, sycamore and willow, moist, and permanent water, 24 37-100 river bed.

10.—73 17-100 acres, 44½ level farming, 4½ rich alluvial river bottom, 24 17-100 river bed, fencing, etc.

11.—77 55-100 acres, 50 level farming, 13 rich alluvial bottom, with some cottonwood, sycamore and willow, moist land and permanent water, 13 55-100 river bed, fencing, etc.

12.—59 34-100 acres, 14 level farming, 38 level first class rich alluvial river bottom, moist land and permanent water; 7 34-100 acres river bed.

13.—62 82-100 acres, 14 level farming, 38 level first class farming including rich alluvial river bottom, 10 82-100 river bed; dwelling house, barn and fencing.

14.—59 84-100 acres, 50 No. 1 level upland and alluvial river bottom, 9 84-100 river bed, soil in process of formation, 1 mile from Crocker.

15.—57 90-100 acres, 48 No. 1 level upland and rich alluvial river bottom, permanent water, 9 90-100 old river bed, soil in process of formation, 1 mile from Crocker.

16.—56 47-100 acres, 49 No. 1 upland and alluvial river bottom, permanent water, 7 47-100 old river bed, soil in process of formation, ½ mile from Crocker.

17.—49 30-100 acres, 31 No. 1 upland and alluvial river bottom, 18 30-100 river bed; improvements, fencing, etc.

Lots 18 and 19 are reserved and laid out for the town of Crocker. These lots embrace 160 acres, 100 of which are a level plateau, about 20 or 25 feet above the Salinas river and about 5 feet above the S. P. R. R. depot and grounds. This site is covered with oak timber, slightly facing to the southeast, and is one of the most picturesque spots in the county. A public square has been laid out forming a beautiful natural park. The location of this town fixes its future growth and prosperity. It is central to 500 square miles of agricultural and fruit lands. The climate is excelled nowhere in the State. The rainfall is more equal and certain than either north or south, being an average of 21 inches. It lies 6 miles south of the celebrated Paso Robles Hot Springs, 22 miles north of San Luis Obispo, the County Seat, and 218 miles from San Francisco by the Southern Pacific Railroad. It is also 13 miles in a direct line northeast of Cayucos, a steamship port on the coast and about 16 miles by wagon road.

The Paso Robles Ranch lies on the west and north, the Santa Ysabel on the east and north, the Eureka on the east and south, the Huer-Huero east adjoining the Ysabel and Eureka, and the celebrated Santa Margarita, Atascadero, and Ascension Ranches, the property of General Murphy, on the south.

These ranches of 160,000 acres, together with an equal area of adjacent lands are directly tributary to this town; and their settlement and development mark the future of the promising town of Crocker.

20.—57 71-100 acres, 30 level and rolling farming; 27 71-100 hilly for fruit and grazing, 2 miles from Paso Robles.

21.—61 90-100 acres, 30 level and rolling farming, 31 90-100 hilly fruit and grazing, all good soil, fine timber, 2 miles from Paso Robles.

22.—64 68-100 acres, 25 farming, 39 68-100 hilly fruit and grazing; similar to 21.

23.—57 77-100 acres, 30 good farming, 27 77-100 hilly fruit and grazing, $3\frac{1}{2}$ miles from Crocker, good road; a beautiful valley on this lot with fine white and live oak timber.

24.—90 40-100 acres, 49 on front end of lot perfectly level, fine site for home; 41 40-100 rolling farming, a beautiful home, 3 miles from Crocker.

25.—80 3-100 acres, 60 level farming, 20 3-100 rolling farming, 3 miles from Crocker and Paso Robles.

26. 97 30-100 acres, all mostly level farming land, $2\frac{1}{2}$ miles from Crocker; fine farm.

27.—87 41-100 acres, level and gently rolling; fine farm and pleasantly situated; all arable and rich deep soil; 3 miles from Crocker and 4 miles from the Springs.

28.—92 48-100 acres, all level and gently rolling, same as 27.

29.—86 78-100 acres, level and gently rolling.

30.—99 20-100 acres, level and gently rolling farming.

31.—106 27-100 acres, 10 first class level farming; balance first class rolling farming.

32.—116 25-100 acres, level and gently rolling, $\frac{1}{4}$ mile from Crocker.

33.—117 15-100 acres, level and gently rolling, adjoins Crocker.

34.—81 6-100 acres, 40 level and gently rolling, balance hilly fruit and grazing, adjoins Crocker.

35.—84 75-100 acres, 54 75-100 level and gently rolling farming, 30 good hills, farming and fruit, adjoins Crocker.

36.—85 98-100 acres, 50 level and gently rolling farming, 35 98-100 good hills, fruit, farming and grazing, 2 miles from Paso Robles and contains water.

37.—73 28-100 acres, 40 level and gently rolling farming, 33 28-100 rated as good pasture but part or the whole good farming, contains good water and 2 miles from the Springs.

38.—45 1-100 acres, 25 level and gently rolling, 20 1-100 acres good grass land, contains water.

39.—49 33-100 acres, 25 level and gently rolling farming, 24 33-100 hilly rated as grazing or farming, contains water.

40.—71 74-100 acres, 50 level and gently rolling farming, balance hills, contains water.

41.—100 acres, 40 level and gently rolling, 60 hilly partly farming, contains water, 4 miles from Crocker.

42.—82 94-100 acres, 40 level and gently rolling farming, balance fruit and grazing.

43.—97 25-100 acres, 45 level and gently rolling, balance fruit, vine and grazing, contains water.

44.—94 52-100 acres, 40 gently rolling farming, balance hilly fruit and grazing; partly broken, contains water.

45.—66 70-100 acres, all good farming land, composed of level and gently rolling.

46.—58 16-100 acres, level and gently rolling farming land.

47.—43 56-100 acres, all good farming land, composed of level and gently rolling.

48.—43 47-100 acres, all clear farming land mostly level, 4 miles from Springs and same from Crocker, $\frac{1}{2}$ mile from school.

49.—97 11-100 acres, mostly all clear, level and gently rolling farming land, school $\frac{1}{2}$ mile.

50.—67 96-100 acres, all clear, level and slightly rolling farming land, school $\frac{1}{4}$ mile.

51.—38 7-100 acres, all good farming land, school house adjoining.

52.—50 74-100 acres, all level farming land, school adjoining.

53.—49 73-100 acres, same as 52.

54.—50 98-100 acres, all farming land mostly level.

55.—106 90-100 acres, all level and gently rolling farming land.

56.—93 97-100 acres, all level and gently rolling farming land.

57.—106 60-100 acres, all level and gently rolling farming land.

58.—106 44-100 acres, all level and gently rolling farming land, contains running water.

- 59.—108 13-100 acres, 93 13-100 level and gently rolling farming, 15 grazing.
- 60.—108 1-100 acres, all level and gently rolling farming land.
- 61.—103 41-100 acres, all level and gently rolling farming land. 1 mile from Crocker.
- 62.—99 76-100 acres, all level and gently rolling farming land, 1 mile from Crocker.
- 63.—96 9-100 acres, all level and gently rolling farming land.
- 64.—94 45-100 acres, all level farming land, a No. 1 farm, 1 mile from Crocker.
- 65.—60 10-100 acres, all level and gently rolling farming land, adjoins school, 4 miles from Crocker and the Springs.
- 66.—55 87-100 acres, fine farm, all level and gently rolling, 4 miles from Springs.
- 67.—55 87-100 acres, all first class level farming land with stream of water.
- 68.—52 74-100 acres, 30 level and rolling farming, 22 74-100 rolling hills, fruit and grazing; stream of living water.
- 69.—85 51-100 acres, composed of gently rolling farming and grazing.
- 70.—62 7-100 acres, all level and gently rolling farming land.
- 71.—52 93-100 acres, all first class farming land.
- 72.—51 77-100 acres, all first class farming land.
- 73.—51 77-100 acres, all first class farming land
- 74.—56 88-100 acres, all first class farming land.
- 75.—105 53-100 acres, 89 53-100 first class level farming land, 16 hilly grazing. This is a very desirable tract of land, the soil being first quality, mostly level and very sparsely timbered, water can be obtained by digging a few feet.
- 76.—74 80-100 acres, 68 80-100 acres first class farming land, 6 hilly grazing; a very desirable lot, a few feet from water.
- 77.—41 86-100-acres, 24 first class level farming land, 17 86-100 hilly grazing and fruit.
- 78.—78 81-100 acres, 30 level farming, 48 81-100 hilly fruit and grazing, soil deep and rich, a first class tract for a home and a large quantity of very valuable timber.
- 79.—130 39-100 acres, 40 level and rolling farming, 90 39-100 hilly and rolling, and partly broken grazing land.
- 80.—95 46-100 acres, 50 rolling farming, 45 46-100 hilly fruit and grazing.
- 81.—77 16-100 acres, 45 rolling plow land, 32 16-100 hilly fruit and grazing.

82.—90 14-100 acres, 60 level and rolling farming, 30 14-100 hilly fruit and grazing.

83.—200 $\frac{1}{2}$ acres. This lot is composed of rolling hills and winding canadas. The canadas and side hills in many places are susceptible of cultivation, soil rich and all good for farming and grazing.

84.—151 92-100 acres, land elevated rolling hills with open valleys and interspersed with occasional tracts of farming land, soil rich, a No. 1 tract for mixed farming.

85.—118 17-100 acres, 12 rich level farming, 40 rich rolling hills farming, 66 17-100 hilly fruit and grazing.

86.—153 54 100 acres, 55 level and rolling farming, 98 54-100 hilly fruit and grazing.

87.—223 10-100 acres, 14 acres level farming land fronting on the Cayucos and Paso Robles road; 209 10-100 acres rolling hills, rich soil, alternating farming and grazing; a No. 1 place for vines, fruit, farming and grazing.

88.—199 68-100 acres, 100 acres farming land composed of level and gently rolling hills; 99 68-100 acres hilly fruit and grazing.

89.—78 60-100 acres, composed of level and gently rolling farming land.

90.—50 98-100 acres, 30 level farming land, 20 98-100 acres hilly fruit and grazing.

91.—137 64-100 acres, 10 level farming fronting on road; 127 64-100 acres hilly fruit and grazing.

92.—61 41-100 acres, 20 level farming fronting on county road; 41 41-100 acres rolling hills fruit and grazing.

93.—82 72-100 acres, 62 level and gently rolling farming land, 20 42-100 acres hilly fruit and grazing.

94.—92 14-100 acres, 55 level and gently rolling farming land, 37 14-100 hilly fruit and grazing.

95.—145 31-100 acres, all rolling and hilly farming and grazing, intermixed, contains fine spring, good stock ranch.

96.—112 62-100 acres, all hilly, good grazing.

97.—66 81-100 acres, composed of rolling farming land and hilly grazing.

98.—147 64-100 acres, 45 rolling tillable; 102 64-100 hilly fruit and grazing.

99.—206 86-100 acres, rolling farming, 146 86-100 hilly fruit and grazing.

100.—270 66-100 acres, agricultural and grazing.

101.—95 57-100 acres, 30 farming, balance fruit and grazing, contains running water.

102.—130 27-100 acres, composed of promiscuous grazing hills with tillable valleys; a fine lot for mixed farming.

103.—127 20-100 acres, composed of tillable flat canadas and rolling hills and grazing hills; contains water on west part.

104.—38 60-100 acres, 10 farming land rolling, balance grazing and fruit; water on east part.

105.—21 30-100 acres, all farming land, slightly elevated in center of lot; water on east part.

106.—19 8-100 acres, all farming land, contains running water.

107.—12 14-100 acres, all No. 1 farming land, contains water. It will be observed that these small lots adjoin Roblar handy to school and market.

108.—88 15-100 acres, 40 level and rolling farming, good soil, balance fruit and grazing; contains living water.

109.—10 38-100 acres, all No. 1 farming land, contains water.

110.—80 9-100 acres, $\frac{1}{2}$ level and slightly sloping, balance grazing hills.

111.—Reserved by Jas. H. Blackburn.

112.—107 60-100 acres, mostly level farming land. Paso Robles creek with permanent water crosses southwest corner of tract.

113.—78 52-100 acres, level and gently southern slope with Paso Robles creek of permanent water passing over south part.

114.—535 10-100 acres, 50 level and gently rolling farming land, lying along the Paso Robles creek; 485 10-00 composed of agricultural and grazing, indiscriminately mixed.

115.—41 58-100, level and gentle southern slope; all farming land.

116.—45 41-100 acres, mostly level, part gentle southern slope; all farming land.

117.—55 85-100 acres, level and gentle southern slope; all farming land.

118.—39 82-100 acres, level and gentle southern slope; all fine farming land.

119.—667-20-100 acres. 25 farming land, fronting on road along north side Paso Robles Creek; 45 farming land, along southern boundary of lot known as the old Paso Robles hay ground; 597 1-5 acres, composed of agricultural and grazing land, indiscriminately mixed, with a gradual slope to the southward from Paso Robles Creek, and partly covered with a heavy growth of white and live oak timber; running water in Paso Robles Creek; A 1 stock farm, or excellent tract for mixed farming. This lot will produce wheat, oats, corn, barley, all kinds of fruit, vines and olives, and is richly worth \$100 an acre, as compared with other like lands in Napa, Los Angeles and many other counties.

120.—303 45-100 acres. 30 farming land, fronting on road and along Paso Creek, balance composed of mixed tillable and grazing land, generally covered with heavy growth of white and live oak timber; soil very rich; running water in Paso Robles Creek, and spring on south part.

121.—302 71-100 acres. This lot is classed as purely grazing; contains some

25 or 30 acres of brushy land adjoining south boundary: plenty of running water for stock purposes.

122.—123 49-100 acres, composed of mixed tillable and grazing land with running water.

123.—64 34-100 acres, 15 farming, balance grazing land with water.

124.—75 20-100 acres, all fine farming land with stream of running water.

125.—89 36-100 acres, level and gentle southern slope, farming land contains running water.

126.—87 7-100 acres, 12 rich bottom farming land, 15 rolling farming land along west boundary, 60 7-100 acres grazing land; contains running water.

127.—104 87-100 acres, composed of rich level and gently rolling farming land; running water.

128.—69 acres, 14 rich bottom, 30 level and gently rolling farming along east and south boundaries, 25 grazing hills, contains running water.

129.—81 23-100 acres, nearly all level and gently rolling farming land, contains running water.

130.—252 46-100 acres, 20 level and gently rolling land, balance grazing with spots good fruit land.

131.—216 98-100 acres, 30 level farming land fronting road along Paso Robles creek, balance hilly grazing land; contains running water in Paso Robles creek and two springs in southerly portion.

132.—383 56-100 acres, 50 level farming land fronting road along Paso Robles creek, balance grazing hills, contains running water; good stock farm.

133.—414 87-100 acres, 80 level farming land, fronting road and along Paso Robles creek, 60 broken steep land covered with oak timber and brush partly waste; 274 87-100 acres, grazing hills, contains running water in Paso Robles creek and spring in southwest part of lot; good stock farm.

134.—312 88-100 acres, 70 level farming land fronting road and along Paso Robles creek, under fence and cultivation; 50 broken steep land covered with oak timber and brush and partly waste; 192 88-100 grazing hills with some good farming land intermixed, contains running water in Paso Robles creek and good spring in south part of lot.

135.—310 77-100 acres, 50 level farming land, fronting road and along Paso Robles creek, fenced and under cultivation; 260 77-100 acres steep ascent, covered with brush and timber, with occasional grass openings; barn and out-buildings, fencing, etc., with small orchard, contains running water in north and west parts.

136.—59 63-100 acres, level and gently rolling farming land.

137.—59 67-100 acres level and gently rolling farming land, sparsely timbered with fine oaks.

138.—52 6-100 acres, level and gently rolling farming land and sparsely timbered.

139.—61 14-100 acres, level and partly rolling, all tillable land and sparsely timbered with fine oaks.

140.—55 39-100 acres, 10 level farming balance rolling hills part farming and part grazing.

141.—52 5-100 acres, level and partly rolling, all tillable; fine timber but not enough to interfere with plowing.

142.—51 93-100 acres, level and partly rolling, all tillable.

143.—45 45-100 acres, composed of level and rolling land, all farming.

144.—20 12-100 acres, level and rolling all tillable, adjacent to town site, contains running water.

145.—39 96-100 acres, about equally divided between level farming and rolling grass hills, running water.

146.—13 71-100 acres, all farming land gentle southern slope.

147.—12 acres, all farming land, gentle southern slope, contains running water.

148.—45 76-100 acres, about equally divided between farming land and rolling grass hills, contains running water.

150.—71 25-100 acres, all level first class farming land, nearly surrounded by running water, very desirable tract.

151.—44 81-100 acres, all first class tillable land, level and gently rolling.

152.—37 41-100 acres, 30 farming, 7 41-100 acres steep hills, good soil and covered with heavy timber.

153.—12 25-100 acres, level and gently rolling all tillable, adjoins town site.

154.—14 18-100 acres, level and rolling all tillable, adjoins town site.

155.—17 57-100 acres, level and rolling all tillable, adjoins Roblar.

156.—36 34-100 acres, level and rolling, mostly all tillable.

157.—59 69-100 acres, 40 level and rolling farming land, 19 60-100 grazing hills rather broken.

158.—46 87-100 acres, 30 level and rolling farming land, 16 87-100 grazing hills a little broken.

159.—53 34-100 acres, level and rolling all tillable.

160.—53 67-100 level and rolling hills part farming, part grazing.

161.—53 44-100 acres, level and rolling hills, part farming, part grazing, contains water.

162.—50 37-100 acres, level and rolling, all fair agricultural land.

163.—67 37-100 acres, composed of tillable and grazing lands intermixed.

164.—55 50-100 acres, composed of tillable and grazing lands intermixed.

165.—63 35-100 acres, level and rolling, mostly farming.

166.—78 45-100 acres, level and rolling, mostly farming, contains running water along east boundary.

167.—71 67-100 acres, level and rolling, about one-half agricultural land.

168.—55 35-100 acres, level and rolling hills, part farming, part grazing; running water on west part.

169.—153 28-100 acres, 65 mostly level along west boundary and west of creek, balance level and rolling mostly tillable, contains running water.

170.—95 33-100 acres, composed of level first class land, rolling and gently ascending slope; all tillable and stream of water on west part.

171.—88 68-100 acres, composed of elevated level, gently rolling, with small percentage of grazing hills; rich soil, nearly all tillable land, contains water.

172.—90 68-100 acres, composed of level, gently rolling and rolling hills three-fourths tillable, contains running water.

173.—88 65-100 acres, composed of level, gently rolling and rolling hills, three-fourths tillable, contains running water.

174.—62 95-100 acres, level, gently rolling and rolling, mostly agricultural land.

175.—59 38-100 acres, all fair gently rolling tillable land, part level.

176.—61 8-100 acres, level and gently rolling, all tillable, contains water.

177.—65 10-100 acres, level and gently rolling, all fair tillable land; contains natural water.

178.—49 51-100 acres, level and gently rolling, all fair tillable land.

179.—46 36-100 acres, level and gently rolling, all tillable land.

180.—44 35-100 acres, level and gently rolling all tillable land.

181.—34 17-100 acres, level and gently rolling, all tillable land.

182.—15 61-100 acres, level and gently rolling, all tillable land.

183.—50 47-100 acres, 20 level first class farming, 30 47-100 steep wooded hills, good soil, contains running water.

184.—33 9-100 acres, 16 level first class farming, 17 9-100 steep hills heavy timber, good soil, contains running water.

185.—28 9-100 acres, level and gentle slope, all tillable land.

186.—42 89-100 acres, 35 level and gentle slope tillable land, balance steep wooded hills, contains running water, and spring of good water.

187.—45 31-100 acres, 25 level and gentle slope tillable land, 20 31-100 steep wooded hills, contains running water and spring of good water.

188.—33 20-100 acres, 23 level and gentle slope tillable land, 10 1-5 steep wooded hills, contains running stream and spring of good water.

189.—30 19-100 acres, 20 level and gentle slope tillable land, balance sloping wooded hills, contains running stream and spring of good water.

190.—32 52-100 acres, all level and gentle slope tillable land, contains running stream and two springs of good water.

191.—29 90-100 acres, level and gentle slope all tillable land, contains running stream and moist sloping hill.

192.—31 55-100 acres, all level and gentle slope, most all tillable, contains running water, soil enriched by old sheep corralls.

- 193.—48 34-100 acres, level and gentle slope, mostly all tillable land.
- 194.—36 45-100 acres, level and rolling upland, mostly all tillable land.
- 195.—37 27-100 acres, level and rolling upland, mostly tillable land, contains spring in southeast part.
- 196.—27 52-100 acres, mostly level, all tillable land, contains spring on north east part.
- 197.—23 60-100 acres, all level tillable land.
- 198.—25 85-100 acres, all level tillable land.
- 199.—24 93-100 acres, all level tillable land.
- 200.—24 21-100 acres, all level tillable land.
- 201.—50 2-100 acres, level and gently rolling, all tillable.
- 202.—38 acres, level and gently rolling all tillable.
- 203.—Owned by A. J. Hudson, purchased in 1876.
- 204.—81 77-100 acres, 25 level tillable, 56 77-100 grazing part fruit; running water in Paso Robles creek and spring near east boundary.
- 205.—71 29-100 acres, 18 level tillable land, balance grazing land mostly broken and some waste.
- 206.—210 42-100 acres, 15 tillable on Paso Robles creek, 50 grazing land, balance broken, mostly waste; running water in Paso Robles creek.
- 207.—207 68-100 acres, 110 farming land, balance grazing hills part fruit, running water in Paso Robles creek.
- 208.—139 17-100 acres, 45 level upland farming, balance grazing part fruit, running water in Paso Robles creek.
- 209.—110 61-100 acres, 45 level and gently rolling upland farming land, 65 61-100 acres grazing hills some fruit land, stream of water on northwest part of lot.
- 210.—125 18-100 acres, 20 first class level land, 105 18-100 grazing hills, contains running stream in north part.
- 211.—74 6-100 acres, 20 level farming land, 54 6-100 acres grazing hills, contains running water.
- 212.—85 13-100 acres, 55 level, farming, 30 13-100 grazing hills, contains running water.
- 213.—104 31-100 acres, 70 level farming land, 34 31-100 grazing hills; improvements, house, barn, fencing, etc., contains running water.
- 214.—46 85-100 acres, level and gently rolling land, all tillable.
- 215.—56 23-100 acres, level and gently rolling land, all tillable.
- 216.—73 90-100 acres, level and gently rolling land, all tillable, contains running water.
- 217.—49 68-100 acres, level and gently rolling land, all tillable, contains running water.

218.—74 37-100 acres, 45 level and rolling farming land, balance rolling hills good fruit and grazing; contains 2 springs.

219.—83 76-100 acres, 30 level and rolling farming, balance rolling grazing hills, with many choice spots for fruit, contains running water.

220.—125 43-100 acres 35 level and rolling farming, 90 43-100 rolling grazing hills, fruit spots intermixed.

221.—95 54-100 acres, 25 level and rolling farming, 70 54-100 acres rolling grazing hills.

222.—39 3-100 acres, mostly grazing hills interspersed with occasional spots or farming land, contains running water.

223.—56 13-100 acres, composed of farming and grazing lands, intermixed.

224.—91 92-100 acres, composed of some level and rolling farming land and grazing hills; contains water on northeast part.

225.—179 37-100 acres, composed of level and rolling farming land and grazing hills, contains running water.

226.—183 61-100 acres, composed mostly of high hills, with a small percentage of farming land, can be classed as purely a grazing lot, contains water on east part.

227.—201 64-100 acres, composed of level and rolling farming land and grazing hills, contains running water on easterly part of lot.

228.—176 61-100 acres, composed of part level and rolling farming land, and high grazing hills; contains running water on easterly part of lot.

229.—57 13-100 acres, composed of level and rolling farming land and grazing hills, contains water on east part of lot.

230.—62 57-100 acres, purely grazing, high elevated hills, small spots for fruit, orchards and building sites.

231.—2 32-100 acres, school house lot.

232.—1 20-100 acres, school lot.

The Santa Ysabel Ranch

Consisting of 20,200 acres lies adjoining the Paso Robles Ranch to the northeast. The Southern Pacific Railroad runs for ten miles along and within $\frac{1}{4}$ mile of its boundary. The celebrated Paso Robles Springs lie opposite to and within one-half mile of said ranch, where a station on the S. P. R. R. and a town now being laid out will afford a market for the north and central portions. This ranch is covered with white and live oak timber, but not so thickly wooded as the Paso Robles ranch. There are substantially 16,000 acres of plow land, balance fruit and grazing. There is no waste land on the ranch. From an elevated and commanding point the whole of this ranch may be seen, presenting in one picture a field large enough to make 500 homes, covered with flowers and grasses, in magnificence beyond the power of pen or tongue to describe. This is especially the case in the winter and spring months, when our neighbors in the Eastern States and Mississippi Valley are housed in, consuming the hard earnings of the preceding summer of toil.

The soil of this ranch, like the Paso Robles, is rich and deep, will produce wheat of the finest quality, oats, barley, corn, all fruits and vines of all native and foreign varieties, also olives. Wine and raisin making will form two of the important industries of this section.

There are 20 miles of running water on this ranch besides numerous valuable springs. Water can be obtained by digging from ten to forty feet.

The subdivision of this ranch is now nearly complete and the maps will be lithographed and ready for distribution the 15th proximo, (October).

Title, United States Patent.

The Eureka Ranch.

That portion of the Eureka Ranch purchased by the West Coast Land Company, consisting of 11,000 acres, lies adjoining the Santa Ysabel on the south, and the Paso Robles on the east. This ranch and the southern portion of the Santa Ysabel will have for a market the new town of Crocker, which is to be the terminus of the Southern Pacific Railroad for the next six to eight months. Like the Santa Ysabel, this ranch is covered with white and live oak timber: but not so thickly wooded as to materially interfere with farming. It has a rich and deep soil, and is very well watered. About 9,500 acres are plow land, and 1,500 grazing.

These two ranches will be sold at an average price of about \$20 an acre, and on the same terms of sale as the Paso Robles.

Title, United States Patent.

The Huer-Huero Ranch.

Consisting of 46,000 acres, lies adjoining the Santa Ysabel and Eureka on the east. This ranch comprises 8,000 acres of valley land, 23,000 acres of level and rolling farming land, and 15,000 acres of grazing hills. There is no waste land on the ranch. During the past two years, since May 1884, 34,000 acres have been sold to settlers, among whom are Hon. J. V. Webster, for 25 years engaged in fruit and vine culture in this State; C. J. Cressey, one of the largest farmers in the State, who at present owns a 12,000-acre wheat field in one inclosure, in Stanislaus County; Mr. Otto Kuhnert, recently from Hamburg, Germany, who will engage extensively in fruit and olive culture; H. A. Vachell and brother, from London, England; E. B. Ballard, from England; each of whom are making extensive improvements, and many others from different States all of whom have been very successful in experimenting upon the varied productions suited to the rich soil and excellent climate of this section.

Of this ranch, the property of C. H. Phillips, 12,000 acres remain unsold and are now offered by the West Coast Land Co. This land is nearly all arable and being surrounded by settlers is very desirable for homes where schools and churches are a consideration, and will be sold at an average price of \$20 an acre on the same terms as the foregoing.

Title, United States Patent.

Improved Farms For Sale

On account of change of location.

THE HOME FARM of Wm. C. Dana, a portion of the Nipomo Ranch, consisting of 874 69-100 acres with all improvements. The improvements are a large dwelling house highly finished; 13 rooms, in size 12x16 to 18x24; barn together with 50 tons hay; 5 miles of good board fence; young orchard of 300

bearing trees; outbuildings, 2 reservoirs of soft water conducted in pipes furnishing hot and cold water in all rooms; flower garden, shrubbery, etc. This farm is nearly all arable, contains running and spring water, timber for fuel and has a railroad station within three hundred yards of the house. The Pacific Coast Railway runs through the entire Nipomo ranch for ten miles. This is a most beautiful place in all its surroundings and cheap at \$100 an acre. It will be sold in two or three subdivisions or as a whole.

Price \$30,000; terms, $\frac{1}{8}$ cash, balance 3 years, 6 per cent.

Title, United States Patent.

THE HOME FARM of John C. May also a part of the Nipomo Ranch, consisting of 572 48-100 acres all farming land. New house, 5 rooms, closets, pantry, etc.; barn 45x70, 2 granaries, \$1,000 in good fencing; $\frac{3}{4}$ mile running water, $2\frac{1}{2}$ miles from Santa Maria and bounded on one side by the Pacific Coast Railway. This is a most desirable farm and will be sold cheap on account of the owner retiring from farming.

Price \$31 an acre; terms cash in hand \$6,000, balance 5 years, if desired, at 10 per cent per annum.

Title, United States Patent.

THE HOME FARM of John C. Gibson, consisting of 262 acres located 9 miles from San Luis Obispo, the County Seat, and 6 miles from Morro on the line of the Southern Pacific Railroad. This farm is fenced in several fields, with a good fence which is in good repair. There is a dwelling house of 6 rooms, barn, good sheds, living water on all parts, good well 6 feet deep, wood for domestic use, and rents for \$1,100 cash per annum.

Price if sold soon, \$12,000; terms easy.

Title, United States Patent.

IMPROVED FARM of Jacob Huntsman, consisting of 138 acres, located 9 miles from San Luis Obispo in Oak Park. Two houses, fencing, 600 2-year old vines, 150 2-year old trees and running water. Will be sold together with 70 tons hay, if sold soon.

Price \$2,500; terms part cash, balance to suit purchaser.

Title, United States Patent.

Lot No. 105 of the Huer-Huero Rancho, consisting of 418 acres unimproved, belonging to Geo. Corbitt. This ranch was purchased by Mr. Corbitt two years ago at \$10 an acre, and is now offered at \$20 an acre, terms easy. This is a very cheap tract of land, and will make a valuable and pleasant home.

Title, United States Patent.

Intending purchasers will take the steamers of the Pacific Coast Steamship Co. from San Francisco and Los Angeles, passing Port Harford daily. Office of the Co. in San Francisco, No. 10 Market street, Goodall, Perkins & Co., General Agents. Ticket Office 214 Montgomery street, San Francisco, D. B. Jackson, Agent.

By the Southern Pacific Railroad from San Francisco to Paso Robles Hot Springs 212 miles, to Crocker 218, where the terminus of the road will be for the winter. Maps and catalogues and all other information will be sent, on application to the General office of the West Coast Land Company, San Luis Obispo, California.

C. H. PHILLIPS,
Manager.

The West Coast Land Company has entered upon a great work for themselves and for San Luis Obispo county. It involves the settlement in its borders of at least 10,000 persons. From the character of the enterprise and the reputation of the gentlemen who are to conduct it, a brilliant and ample success must certainly follow. Its directors comprise Mr. Geo. C. Perkins, recently Governor of California; Mr. John L. Howard, a principal executive of the Oregon Improvement Co.; Mr. R. E. Jack, the president of the banking house of Jack Goldtree & Co.; Mr. Isaac Goldtree, the head of the mercantile house of Goldtree Brothers, established for twenty years, and Mr. C. H. Phillips whose name is a synonym for energy and business capacity.—*The Morning Call, San Francisco,*

There is no organization in our county promising to be of more real benefit to it than does the West Coast Land Company. The tracts of land to be sold by said company, comprise some of the finest grain and fruit land in Southern California, whose climate is not to be excelled in the whole world.

Mr. C. H. Phillips of our city, the business manager is a man well known, a man of experience in this business, a man of tact and ability and who submits to no failure; we therefore confidently expect great results from this noble undertaking.—*Standard.*

AN IMPORTANT ENTERPRISE.—Among the most important movements of the season looking to the development of this county, is the work undertaken by the West Coast Land Company—that of subdividing and selling in small farms the large grants located in the central part of the county. Such an undertaking could only be made successful by a company combining ample means with business sagacity. This corporation is fortified by such names as Geo. C. Perkins, John L. Howard, R. E. Jack, Isaac Goldtree and C. H. Phillips, the last of whom has achieved a reputation as a business manager, second to no man on the coast. The company holds a title to lands embracing a great variety in quality and price, and a man would be hard to please who could not suit himself from the tracts they are offering for sale.—*The Inland Messenger.*

ADVICE TO EMIGRANTS.



1—Save the money expended in exploring other sections and come direct to California; because, all things considered, California offers the best inducements to home seekers of any other section of the Globe.

2—Come direct to San Luis Obispo County; because, in soil, climate, health, resources and rapid development, it surpasses all other sections of the State and Coast.

3—Apply direct to the West Coast Land Company, at San Luis Obispo, the County Seat; because, it has and can supply the cheapest lands for all branches of diversified farming and on the best terms of any offered in the State. Its manager C. H. Phillips, has effected sales in the past four years aggregating \$2,500,000; increased the taxable property of the County 150 per cent. or \$6,000,000 and by his grand work of settling immigrants has changed the population from 9,000 to 20,000.

4—Parties so applying direct to the West Coast Land Company, either in person or by letter, will receive reliable information on all questions, and where negotiation and sale follow, fair treatment in every particular.

Rainfall at San Luis Obispo During the Past 17 Years.

	Sept	Oct.	Nov.	Dec.	Jan.	Feb.	Mch	Ap'l	May	June	July	Tot'l
1869-7084	.66	.78	.71	4.85	.74	2.40	.85	...	...	11.83
1870-7168	.38	2.90	1.51	4.43	...	2.79	.28	...	...	12.97
1871-72	2.40	13.93	5.16	3.45	.71	1.37	...	...	...	27.02
1872-73	6.00	5.00	1.79	...	...	...	...	...	12.79
1873-74	7.96	4.29	4.04	3.23	1.00	...	...	...	20.52
1874-75	...	4.28	2.05	.48	12.10	.28	.50	...	...	...	...	19.69
1875-76	6.20	2.20	9.87	5.29	5.30	1.26	...	...	...	30.12
1876-77	...	1.16	...	...	4.83	.42	1.74	...	...	...	...	8.15
1877-78	1.42	3.90	7.88	11.91	2.74	2.75	...	...	...	30.60
1878-79	1.50	2.58	1.78	2.15	1.66	1.80	.25	...	...	11.66
1879-8075	1.40	3.03	1.75	7.23	2.36	8.78	.52	...	...	25.82
1880-8148	13.35	4.71	1.90	1.40	1.85	...	...	...	23.69
1881-8240	1.65	.25	2.00	.85	3.40	6.75	1.73	...	...	17.03
1882-8369	2.95	.44	1.50	1.60	4.88	1.10	3.85	...	17.01
1883-84	3.56	10.57	10.21	12.41	3.59	...	2.26	42.40
1884-85	...	2.17	.13	8.85	2.25	...	.94	3.15	.10	...	...	17.59
1885-8604	12.90	3.67	5.78	.79	2.37	3.75	...	...	...	29.30

Average for seventeen years 21.07 inches.

John Bidwell

R Nov 19, 1874

ANSWER
OF
J. R. HARDENBERGH

*James
Richmond*

U. S. Surveyor General for California,

TO THE CHARGES PREFERRED AGAINST HIM BY

W. S. CHAPMAN, JESSE D. CARR,

AND

WILLIS DRUMMOND,

Commissioner U. S. Land Office, Washington, D. C.



THE UNIVERSITY OF CALIFORNIA
HISTORICAL COLLECTION

A N S W E R

OF

James Richmond
J. R. HARDENBERGH

U. S. Surveyor General for California,

TO THE CHARGES PREFERRED AGAINST HIM BY

W. S. CHAPMAN, JESSE D. CARR,

AND

WILLIS DRUMMOND,

Commissioner U. S. Land Office, Washington, D. C.

1857

1858

IN THE MATTER OF THE CHARGES

PREFERRED AGAINST

J. R. HARDENBERGH,

Surveyor General of the U. S. for the State of California.

This is a remarkable case ; remarkable not only by reason of the parties interested and the object sought to be accomplished, but more *particularly* remarkable on account of the manner in which the case itself has been conducted.

Ostensibly the person moving in the proceedings is the Hon. Willis Drummond, Commissioner of the General Land Office of the United States, while in *point of fact* W. S. Chapman, Jesse D. Carr, with others, wishing to run, for their private purposes, the office of the U. S. Surveyor General of the State of California, are the *acting*, interested, and *real parties*.

The object sought to be accomplished by the real parties in interest, is *two fold* :

1st—The disgrace and removal from office of one now holding a very high position of trust in the civil service of the Government ; and,

2d—The appointment of a Surveyor General who will prove more *subservient than the present* incumbent, to private speculators.

The proceedings appear to have been instituted by the presentation at the Land Office at Washington of sundry affidavits, five of which, to wit : the affidavits of Thomas W. Moore, William S. Chapman, William H. Carlton, W. P. Casey, and Mark Howell, were made in October, 1872, and the balance at some subsequent period in 1873, to wit : the supplemental affidavit of said Chapman of 14th March, and the affidavits of Henry Vrooman, of 10th April, T. W. Moore, of May 1st, (his second,) J. C. Fairchild, of April 11th, Jesse D. Carr, of 29th April, C. W. Bowman, of 9th May, G. Howard Thompson, of 29th April, and M. G. King, of April 9th, letter from Bowen, of May 8th, and two letters from Robinson, of May 9th, all of which papers appear in the accompanying printed pamphlet, entitled, "Answer of Hardenbergh."

The precise time when these affidavits were presented at Washington, or whether they were all presented at one or divers times, we are not informed ; but we learn from the date of the written instructions given by the Hon. Willis Drummond to Mr. M. B. Robinson, that the Hon. Commissioner took action in the premises on the 13th day of May, 1873, as follows :

"Washington, D. C., May 13th, 1873.

"M. B. ROBINSON, Esq., *Present* :

"SIR : You are hereby instructed to proceed at once to San Francisco, California, to investigate certain charges against Surveyor General J. R. Hardenbergh, an abstract of which please find herewith.

"Your manner of proceeding in this investigation must be left to your own good discretion, but it is desirable that it be thorough and complete.

“ In this you are authorized to call upon any and all officers and subordinates of the Surveyor General’s Office or the district land officers for such facilities as they may be able to extend you in furtherance of your work.

“ You will be allowed your actual expenses, of which you will keep an exact account, retaining vouchers when practicable.

“ Very Respectfully,

“ WILLIS DRUMMOND, Commissioner.”

Now how many of the affidavits and letters above recited were before the Commissioner at the time he issued these instructions, does not appear; but that only a part had at that time come to his hands, is evident from an examination of the papers themselves, since papers sworn to in San Francisco on the 9th of May, 1873, as some of these purport to have been, could not have reached Washington on the 13th of that month.

On the 6th of June last, Mr. Hardenbergh reached San Francisco on his return from Washington, where he had been under leave of absence, and found awaiting him the affidavits and letters above recited.

The most of these affidavits had been read to Mr. Hardenbergh before he left Washington, and he was left to suppose that it was *these affidavits* that he would be required to answer, and was therefore not a little surprised to find that Mr. M. B. Robinson had preceded him to San Francisco, and had, in *the absence of Hardenbergh*, entered upon the search, *not only* for proofs to sustain the allegations made in the affidavits, *put for proofs* to sustain *any other charges* that might be made against him, as appears by the following extraordinary dispatch :

“ Washington, 27, 1873, San Francisco, May 27, 1873.

“ To M. B. ROBINSON, *Grand Hotel* :

“ Investigate all grave charges, even if *newly* made.

“ W. W. CURTIS, Acting Commissioner.”

Mr. Robinson, chaperoned by William S. Chapman, called upon divers parties for statements and affidavits against Mr. Hardenbergh, and, though that gentleman was in the city when the affidavits and statements taken by Robinson were made, (the dates show that they were all taken after Hardenbergh’s return,) in no instance was Hardenbergh allowed to be present, or *cross-examine* the parties making the affidavits; and, to render the several affidavits taken by Robinson still more *unreliable*, it will appear, by reference to these affidavits themselves, that very many, if not all, of them are written out by Mr. Robinson himself, and merely signed by the parties. This fact also :

The proceedings of Mr. Robinson were all conducted in secret, so far as Mr. Hardenbergh is or was concerned, and he has never been allowed to confront his accusers, nor cross-examine a single witness. Nay, more : it was only upon the following written request by Mr. Hardenbergh that he was granted the privilege of examining the affidavits, or some of them, taken by Robinson.

Of Robinson’s report, Mr. Hardenbergh knows nothing. It may contain garbled extracts from the books of the office, verbal statements made by employés in the office to Robinson, together with much of other matter that could be readily and easily explained by the party sought to be affected thereby, but which, without such explanation, may give rise to many erroneous impressions, and affect most unfavorably the party in interest.

To an impartial mind, at least, it would seem, that, if Mr. Robinson had desired a fair investigation of the very grave, not to say criminal, charges preferred, he would have invited the honorable gentleman accused to be present

at the investigation ; have allowed him to cross-examine the witnesses produced against him, and also allowed him to introduce witnesses on his own behalf. Nothing of this kind was done, for reasons, no doubt satisfactory to Mr. R. but which, we can hardly believe, are *entirely* satisfactory to the Hon. Commissioner of the Land Office, and certainly very unsatisfactory to Mr. Hardenbergh.

But Mr. Robinson has completed his investigation, has made his *ex parte* report, and the Hon. Commissioner, without any notice to the accused, without tendering to him even the poor compliment of an examination of the report, has proceeded to *frame* and *prefer* against him thirteen formal, specific charges of grave—and some of them criminal—offenses ; has, in a long, labored, and ingenious argument, as advocate, attempted to support these charges (two excepted) and then, as judge has gravely pronounced him guilty.

We say that the Hon. Commissioner has framed and preferred these charges, for the reason, that, *before* the making of his argument, no formal charges had, to the knowledge of the accused, ever been made.

If it be said that the charges are made in the affidavits submitted, we very naturally ask, which affidavits? For they are multitudinous, voluminous, and multifarious, and, (as by reference to the affidavits will fully appear) generally consisting of recitals of what "I advised," "he said," "as I am informed," "I believe," "I am informed" and "so believe," "I state," etc., etc., and so on, retailing a large amount of mere hearsay matter, and tendering no specific charges that the accused ought to have been called upon to answer for. Surely it will not be contended by any one that the accused ought to be called upon to answer to what Mr. A, B, or C may "think," "believe," or "advise."

We repeat, therefore, that the charges sufficiently formal to require any defence from the accused, never appeared until the Hon. Commissioner prepared and set them forth in his argument.

They are thirteen in number, and are as follows :

CHARGE I. That Surveyor General Hardenbergh corruptly, and for a consideration, decided against the claim of the State in the Sierra Valley Swamp Land case.

CHARGE II. That Surveyor General Hardenbergh delayed the approval of surveys made by W. H. Carlton, Deputy Surveyor, unreasonably and improperly, thereby keeping him out of the money he had earned.

CHARGE III. That about the first of August, 1872, Surveyor General Hardenbergh, pursuant to an arrangement entered into between C. E. Pickett and W. P. Casey, by which said Casey was to pay the said Pickett one-third of his salary, appointed said Casey to the position of draughtsman in the Surveyor General's Office, and subsequently, when the said Casey refused to pay the said Pickett one-third of his salary, removed the said Casey from his position.

CHARGE IV. That the Surveyor General approved certain work of Deputy Surveyor J. C. Partridge, knowing the same to be incorrect and fraudulent.

CHARGE V. That the Surveyor General lets the major portion of the appropriations for surveys in California to one E. H. Dyer, who is not known in the contract, but who employs surveyors, chainmen, axmen and other assistants ; furnishes supplies, bondsmen, etc., and pays the parties at fixed rates per month, draws the money, and the profits of the transaction are divided between Dyer and Hardenbergh in agreed proportions, the parties actually named in the contract having no interest therein, except the amounts paid them per month by the said Dyer ; and that said work is known in the Surveyor General's Office as the "Dyer work," and that Hardenbergh gives it precedence over other work, and causes returns thereof to be promptly made.

CHARGE VI. That Surveyor General Hardenbergh leased desk-room in his office, for which the Government pays rent, to a private individual, and received the rent therefor.

CHARGE VII. That the Surveyor General withholds triplicate plats of Township surveys for months, and in some instances, for years, thereby preventing any disposition of the lands, and compelling parties having an interest in such Townships to pay exorbitant fees to the Surveyor General or his employés for making and transmitting such triplicate to the Local Land Office.

CHARGE VIII. That the Surveyor General uses the appropriations in making surveys in uninhabited regions where there is little or no demand for lands by actual settlers, while neglecting to make surveys in thickly settled localities, and compels the inhabitants of Townships in such localities to deposit money to pay for such services.

CHARGE IX. That deputies proceeded to the field and to the execution of their work prior to the time that appropriations became available, and prior to the execution of contracts, in direct violation of the law and the instructions of the General Land Office, and that contracts are subsequently executed so as to cover the work thus performed.

CHARGE X. That the character of the work in the field is notoriously imperfect, and not in accordance with law and instructions; that lines are not run and corners established as required by the Manual of Surveying Instructions issued by the General Land Office, but in accordance with instructions directly contrary to the same, given by the deputy surveyors; that field-notes are manufactured from a general description, and not based upon lines actually run; that the oaths of assistants are not made to the field-notes of survey which they assist to execute.

CHARGE XI. That the Surveyor General and his Chief Clerk advance on the docket, and take up and dispose of cases out of their regular order, in consideration of a fee paid by the parties in interest.

CHARGE XII. That the Surveyor General permits his clerks and draughtsmen to execute work out of office hours and charge fees for the same, and exacts from them one-half of the compensation which they receive for such services, and that he employs clerks and draughtsmen who are paid by the Government for the work which they perform, during office hours, in making copies upon which he charges a fee, and appropriates one-half or the whole thereof to his own benefit; that he charges a fee of \$20 for his opinion or report to the General Land Office in all ranch cases, which he divides with an employé in his office, and that he charges a fee of \$3 for skeleton township plats, showing the approximate location of Spanish Grants, which he is required to send to this office.

CHARGE XIII. That the Surveyor General transacts the business of his office in a loose and unsystematic manner, and does not exercise the proper supervision over his subordinates, but allows them to furnish copies of records and information to all parties who will submit to their extortions and pay them for the same regardless of the public interest, and to the delay and hindrance of official and public business.

The Hon. Commissioner attempts to find support for these charges in the *mass* of affidavits and statements hereinbefore referred to. We therefore ask a careful examination of these papers, not as advocate, having a desired end to accomplish, but as a judge, seeking only truth.

The first in order, and being of the earliest date, is the affidavit of one Thomas W. Moore :

STATE OF CALIFORNIA, }
 City and County of San Francisco, } ss :

I, Thos. W. Moore, of said city and county, being duly sworn, say : That on or about the 21st day of May, 1871, while he was riding with the Hon. J. R. Hardenbergh, in the Sierra Valley, that the said Hardenbergh told him that he had more trouble in his office from the numerous applications of surveyors from various portions of the State, for contract to make surveys, than from any other source; but that he was now relieved from any further annoyance, as he had let the entire appropriation to E. H. Dyer, a surveyor in Alameda County. This deponent further says that he told him—the said Hardenbergh—that, if that was

known at the Department at Washington, it would, in all probability, be the cause of his removal. To which he replied, that he would look after that; that it could not be found out, or words to that effect. This deponent further says that, during the time he and the said Hardenbergh were in Sierra Valley, they frequently heard that E. H. Dyer had offered to, and in some instances had segregated, small tracts of land as swamp land, for twenty dollars per quarter section. Said Hardenbergh knew of this talk, as he and deponent had spoken of it frequently. And that when William Armes was on the stand at Randolph, he referred to some paper given him by said Dyer, while making the surveys in said Sierra Valley, that Hardenbergh remarked from the bench that Mr. Dyer was his Deputy, and that he did not want any such charges circulated against him.

THOS. W. MOORE.

Subscribed and sworn to before me this ninth day of October, A. D. eighteen hundred and seventy-two.

PARKER CRITTENDEN, Notary Public.

[SEAL.]

This affidavit was made on the 9th of October, 1872, and it appears from its language that, at a certain time and place Mr. Hardenbergh told Moore that he had let the "*entire appropriation*" to Mr. E. H. Dyer, etc. Well, suppose Mr. Hardenbergh did tell him so, what of it? The question of interest to the Government is, not whether Mr. H. *said* he let the entire appropriation to Mr. D., but whether he *in fact did so let it*. The fact that he did *not* so let the "*entire appropriation*" is shown by every person who has made a statement upon this point. Even Mr. Chapman, though urged by his very strong interests in procuring the removal of Mr. H., carefully limits himself when speaking of this point, by the words "*majority of the appropriation,*" and in another "*nearly the entire appropriation,*" and nowhere alleges the *whole* to have been given to Dyer. And even on the supposition apparently entertained by the Hon. Commissioner, that Dyer was interested *sub rosa* in the contracts of the Ingalls, it is still apparent that he was not so interested in the "*entire appropriation.*" It is, therefore, evident that, if Mr. H. did so tell Moore, he told him what *was not true*. Mr. Hardenbergh denies that he so told Moore. Which of these two gentlemen shall we, under the circumstances, believe? The question answers itself. But Moore, in his affidavit, tells us that he warned Mr. H. against such a course, whereupon Mr. H. replied that "*it could not be found out,*" or words to that effect. Here we have the conclusion of Mr. Moore as to the *effect* of the words, and not the words themselves. If any such conversation was ever had (which is not at all probable), there is nothing in this statement that would enable any one to arrive at any definite conclusion as to what was said.

The further allegations of Moore, that he and Hardenbergh, while at Sierra Valley, frequently heard that E. H. Dyer had offered to, and in some instances, had segregated small tracts of land as swamp lands, etc., and that "*Hardenbergh knew of this talk,*" is a matter of no importance *even if true*.

The same comment, very properly, may be made respecting Moore's final allegation in regard to what William Armes said when on the stand. And both of these allegations would appear extremely trifling and ridiculous when read in the light thrown upon them by the facts as proven, were it not for the spirit that prompted such—to use very mild terms—*loose and reckless swearing*. For it is shown by evidence beyond question :

1st. That E. H. Dyer was *never* in Sierra Valley. (See last clause of E. H. Dyer's affidavit, p. 72, wherein he refers to this matter, and says: This statement deponent declares to be false, deponent *never having been in Sierra Valley.*)

2d. That the surveys spoken of, if made by any man by the name of Dyer, were made by E. Dyer, a brother of E. H. Dyer. (See affidavit of E. Dyer, page 77.)

ALVARADO, June 22d, 1873.

J. R. HARDENBERGH,

U. S. Surveyor General, San Francisco.

DEAR SIR: Your note of the 17th calling my attention to that part of T. W. Moore's affidavit relating to my surveys in Sierra Valley has been received. As that part of his affidavit did not appear in the printed copies, I was consequently not aware of its existence till now. Mr. Moore, it seems, was present in Sierra Valley during the investigation with regard to the swamp land, and consequently knew that it was not my brother, E. H. Dyer, who made the survey as stated in his affidavit, who seems to be an objective point of attack in this miserable affair. The possessory claims of the settlers in Sierra Valley were very irregular as regarded their exterior boundaries, and did not in anywise coincide with the lines of the public surveys. After having completed the public surveys, I was employed by some of the settlers to survey their possessory claims, connecting them with the lines of the public surveys, furnishing them with field-notes and plats, in order that they could select their lands by the smallest legal subdivision within the lines of their possessions. My books show that I made twelve such surveys in Sierra Valley, and of these but two or three bordered on the lands that I reserved as swamp. When they did, I delineated the segregation line as returned by me in the plat. In no one instance did I survey a swamp land claim, as there was no necessity for so doing, as the State laws recognized at that time no possessory rights on such lands, but had I been called on to do so I should have done so. As these surveys were strictly in my private capacity after the completion of the public lines, and had no connection whatever with my official duties for such surveys, I received compensation; less, however, than could have been charged by the County Surveyor of that county under the rates allowed him by law. As my familiarity with the lines of public surveys allowed me to do so, I did not have to re-run them; I surveyed three claims, according to my recollection, for Messrs. Armes & Enscoe, who were partners then; two; one highland, one meadow land, bordering on the swamp land, returned as such by me. I also surveyed for them the town of Sierraville, a tract of sixty acres, into blocks, and a large portion was also subdivided into lots. My books show that they paid me in all one hundred and eighty (\$180) dollars. This is what Mr. Armes would have testified doubtless had he been allowed to do so; nor do I believe Mr. Moore received any information contrary to what I have stated, either from Mr. Armes or any others of the settlers, as I esteemed them generally as men of probity, and during my stay in their valley I was treated by them with uniform courtesy. This survey was made under Mr. Beale *ten years ago*.

Very respectfully yours, etc.,

E. DYER.

Subscribed and sworn to before me, this 23d day of June, A. D. 1873,

J. A. ROBINSON,
U. S. Commissioner.

3d. That the surveys were made by E. Dyer, not under Mr. Hardenbergh, but under Surveyor General Beale, and more than *ten years prior to this investigation*.

(See last clause of E. Dyer's affidavit above.)

4th. That Mr. Hardenbergh did not make the remark attributed to him by Moore, or ever let the appropriation to the Dyers.

(We cite affidavit of J. S. Belcher, an attorney on the part of the settlers in Sierra Valley, middle of page 106. Mr. Hardenbergh's denial at bottom of page 138, and the fact that E. Dyer was not the Deputy of the Surveyor General Hardenbergh, but of Beale.)

This certainly is sufficient to show how *utterly unreliable* and *worthless*, as evidence, are the statements of this Mr. Moore, and it is not a little surprising that an affidavit containing *upon its face absolutely nothing* that requires answering should have ever been entertained by the Hon. Commissioner. But what is still more surprising, the Hon. Commissioner, after the facts developed by the investigation, have, as we have shown, proven Mr. Moore so utterly unreliable, should in his argument condescend to refer to Moore's statements as containing *any proof* in support of any of the charges made.

Next comes the affidavit of William S. Chapman, of same date of Moore's affidavit, October 9, 1872 :

W. S. Chapman, of San Francisco, in the State of California, being duly sworn, deposes and says : That he knows Surveyor General J. R. Hardenbergh of said city; that soon after said Hardenbergh had taken possession of said office of Surveyor General for the United States, in the State of California, he, said Hardenbergh, held conversation with said Chapman, in which he inquired of said Chapman as to who were competent and reliable deputy surveyors in said State; said Chapman gave him names of several well known deputies here on whom he might rely as entirely competent. Soon after this, in June, 1871, he came to my office and told me had agreed to let the Government appropriation for surveys in this State to E. H. Dyer, of Alameda County, in said State; that he (Hardenbergh) was as poor as hell; had lost eighty thousand dollars in the mines, and that he must make something out of this appropriation; that he knew of no other way to do it, only to put it all in the hands of one man, and let him have the entire charge of it. I told him that Dyer was the only man that I knew of that he could make such an arrangement with; that General Upson had made such an arrangement with Dyer, and had got into trouble, and that it would lead him into difficulty; that the way Dyer made public surveys, he could afford to divide the pay, and that I would advise him (Hardenbergh) to make his money some other way; that Dyer had the majority of the appropriation last year; hired deputies by the month, and put them in the field as early as April or May, 1871, without contracts, contracts having been issued to them subsequently; he supplies them drafts, and issued to them; they endorse them over to Dyer, and he draws the money, as I am informed, and have good reason to believe this year the same state of things is going on. Dyer, having full charge of the public surveys in most every instance when said appropriation money is used, his brother working constantly in the field, and yet no contract was given to either of the Dyers last year, and I believe none this year. The surveys made by him and his party last year were chiefly in the northeastern portion of the State, where no settlements exist, as will be found by reference to the records of the General Land Office. Said Dyer is using the public money this year in the same manner, in sparsely settled portions of the State, where work can be half done and no one complain, while in townships and fractional townships that have long been settled, settlers who apply to said Hardenbergh for surveys are met by the reply that the appropriation is exhausted, and that if they want surveys they must deposit money for the same. Under said Hardenbergh's administration, applicants for surveys were told by him before the end of July, in both last year and this, that the appropriation was exhausted, and that they must deposit money if they wanted surveys. The expenditure of the public money and conduct of the office by said Hardenbergh are disgraceful and detrimental to the public service.

WILLIAM S. CHAPMAN.

Subscribed and sworn to before me this ninth day of October, 1872.

J. F. C. BLOOD, Notary Public.

[SEAL.]

The first ten lines of this affidavit, in regard to a conversation about surveyors, is certainly *immaterial*.

The succeeding fifteen lines, wherein Chapman professes to detail conversation between himself and Hardenbergh, that he says took place in June, 1871, about what he, Hardenbergh, *had agreed* to do, his poverty, his many losses, etc., etc., and his (Chapman's) advice and warning; all this, also, is *immaterial*, since the Government is interested *only* in what the Surveyor General *has done*, and not in what he *told some third party that he had agreed to do*. If he ever told any one that he had agreed to do something that he ought not to do, but never performed the improper act, the Government has not been injured, and therefore *cannot complain*. Many an officer of this Government, through want of knowledge of his power, or through ignorance or misunderstanding of the law, has agreed to do, what, upon after information or better understanding in the premises, he has *very properly refused to do*. As we remarked above, the question of interest to the Government is, What has Hardenbergh done? not what some one said he had agreed to do.

This brings us to the middle and twenty-fifth line of this affidavit. And here for the first time, we meet with something that *resembles* a charge of bad faith on the part of the Surveyor General. But these charges are so mixed, indefinite, ambiguous, and uncertain, that we apprehend that the Hon. Commissioner could not feel warranted in directing any action to be instituted thereon, and therefore the said Chapman, on the fourteenth of March, 1873, *indulges in a second affidavit*, which he asks may be considered as "supplemental" and "additional" to his affidavit of October ninth, 1872. As this second affidavit contains *perhaps*, a clearer statement of what he *wished* to express in his first affidavit, we take the liberty of examining the same in connection with the first, and for greater convenience of reference we here insert it.

DISTRICT OF COLUMBIA, }
 City and County of Washington, } ss :

I, William S. Chapman, of San Francisco, California, being duly sworn, make the following statement, which I intend shall be, and ask may be considered as supplemental and additional to the statements contained in an affidavit made by me, October 9th, 1872, and now on file in the General Land Office. In said affidavit of October 9th, 1872, I referred to a conversation between myself and J. R. Hardenbergh, U. S. Surveyor General for the State of California, and charged that the said Hardenbergh had let nearly the entire appropriation for surveys in California for the year 1871, to one E. H. Dyer.—I now charge further that under the arrangements so existing between said Hardenbergh and Dyer, the said Dyer employs such surveyors as he can find at a fixed rate per month, and sends them into the field long in advance of any contracts being made; that said Dyer employs and engages all the chainmen, axmen and other assistants, and furnishes all necessary stores, supplies, teams, etc.; that the contracts for such surveys, although nominally executed with the surveyors so employed by said Dyer, are really for the benefit of said Dyer and Hardenbergh; that when the accounts for said surveys are finally accredited and paid, although the accounts are presented in the names of the parties with whom the contracts are nominally made, yet that the money in payment is finally drawn by and paid to said Dyer, and as I am informed, and verily believe, is then divided between the said Dyer and Hardenbergh in an agreed proportion, the parties with whom the contracts are nominally made having no interest therein beyond the amount per month agreed to be paid to them by said Dyer.

In corroboration of this, I have examined the records and files in the General Land Office and Treasury Department, and find that the money due upon contracts for surveys in California, has in nearly every instance been paid to said Dyer upon his endorsement in some form of the warrants and drafts issued in payment of *said contracts*. In further corroboration of said statements, I would refer to one case within my personal knowledge. One John C. Partridge had

obtained from said Hardenbergh a contract for surveying certain townships in Siskiyou County. This contract, so far as I know, was *bona fide* and for the interest of said Partridge, with whom I am well acquainted. Partridge secured his assistants, stores, etc., proceeded to the field and commenced the work. After he had been at work for some two weeks, he came upon fresh work of other surveyors, upon the lines he was running, and soon came upon another surveying party under W. F. Ingalls, a brother-in-law of said Dyer. Ingalls claimed that Partridge was engaged upon work which belonged to him, and Partridge insisted upon his contract. Subsequently Partridge received a letter from said Hardenbergh informing him that the contract made with him was a mistake, and requiring him to come at once to San Francisco. Partridge was forced to leave his party in the field and proceed to San Francisco. Hardenbergh then told him that he must consent to cancellation of his contract and to take a contract for other detached and scattering townships, notwithstanding that his contract was entered into before any contract was made with said Ingalls. I am informed and so believe that no contract whatever had been made with said Ingalls at the time when said Partridge was required to surrender and cancel his contract, but that said Ingalls had commenced and up to that time carried on his work without any contract whatever. The result of this was that said Partridge lost heavily in the work which he had done under his said contract, in supporting his party in the field while he was absent at San Francisco, and in removing his party, supplies, etc., to a new field of work. I advised said Partridge to require of Ingalls payment for the work he had done under his contract, and which endured to the benefit of said Ingalls, and if said Ingalls would not make such payment then to report the transaction to the Commissioner of the General Land Office. Partridge declined to take this course, as he was desirous of obtaining further contracts for surveying, and would be unable to do so if he incurred the displeasure of Hardenbergh and Dyer by taking the course suggested. He therefore submitted to the loss incurred by such unauthorized cancellation of his contract. I further charge that the action of said Hardenbergh in connection with the "Sierra Valley Swamp Land Case" was mainly instigated by the following circumstances. After the time for taking the testimony had been fixed by him, but before any testimony had been taken, said Hardenbergh, well knowing my interest in the said case, applied to me for a loan of two thousand dollars (\$2,000). For various reasons I was not willing to make him the said loan, and as I am informed and believe, he then obtained the money from the people in Sierra Valley who were opposing the said claim.

After this, but before any testimony had been taken in the matter, Hardenbergh told me I must "go slow" on the Sierra Valley case, as he had information and was satisfied that the land was not swamp land. I further believe and have no hesitation in expressing the belief, that had I responded to such further and additional calls as he might have made upon me, his action in the said "Sierra Valley Swamp Land Case" would have been far different, and, so far as he was concerned, the claim of the State would have been recognized. In connection with the manner in which the contracts for surveys are executed, and the work done as above set forth, I further charge that the said Hardenbergh orders his draughtsmen and other employés in his office to give precedence to the work of said Dyer, and to promptly and immediately forward to the Department all surveys, field-notes, etc., made by the surveyors employed by Dyer as above stated, such surveys being well known and understood in the office as "Dyer's work," although said Dyer has no contract whatever for surveying. In the contracts so nominally made with the surveyors employed by said Dyer, Dyer not only furnishes all the stores, supplies, etc., necessary in the work, but he furnishes also the bondsmen who become security for the performance of the work, the parties with whom such contracts are nominally made having no interest, trouble or responsibility in the matter. I further state, that "E. Dyer," whose name appears endorsed upon the warrants and drafts, issued in payment for such surveys, and who appears to have received the money thereon, is a brother of the E. H. Dyer above referred to, and, as I am informed and believe, is interested with him in the transactions here charged. Although no contracts will be found in the name of E. Dyer, yet he is kept surveying in the field under contracts

made in the name of other parties, while E. H. Dyer remains at the Surveyor General's office and manipulates the business there.

(Signed)

WM. S. CHAPMAN.

Subscribed and sworn to before me, this fourteenth day of March, 1873.

ED. F. BROWN,

Notary Public.

[SEAL.]

It will be observed, that after asking that his affidavit may be regarded in a certain manner, he says: "in said affidavit of October ninth, 1872, I referred to a conversation between myself and J. R. Hardenbergh * * * * and charged that the said Hardenbergh had let *nearly* the entire appropriation for surveys in California for the year 1871, to E. H. Dyer. I *now charge* further, that, under the agreement so existing between the said Hardenbergh and Dyer, the said Dyer employs such surveyors as he can find at a fixed rate per month," and does the various other things mentioned in the affidavit down to the eighteenth line thereof.

What, forsooth, was "this agreement, so existing"? Mr. Chapman, in his first affidavit, does not, nor does he *anywhere swear to, or charge, the existence of any arrangement whatever*. He has merely sworn that Mr. Hardenbergh told him that he had agreed. He now speaks as if an agreement actually existed, and as if he had alleged its existence as a fact, which is not the case.

It will be observed that Mr. Chapman does not *allege* in this paragraph of his affidavit a single fact, but contents himself with *charging*—that is, *accusing*—some one of doing certain specified things.

The charge is not evidence—it is simply an accusation, which the party making is bound *in conscience to sustain by evidence aliunde, or bound in honor to withdraw*.

Has Chapman, or has any one else, produced to the Government *any evidence whatever* in support of these charges?

We challenge the production of a single affidavit made in this case wherein it is sworn that either of the Dyers ever employed one surveyor, chainman, or axeman, or even furnished the necessary stores, supplies, teams, etc., for such surveys. *The only case in the entire batch of affidavits in support of this prosecution where the hiring of any person is mentioned, is in regard to the hire of one Fairchild as compassman; and in regard to this hiring, Mr. Fairchild, himself, deposing, says, "about the 13th day of August, 1872, I hired to E. H. Dyer for John M. Ingalls, as compassman."*

(See commencement of Fairchild's affidavit on page 13 of printed affidavits.)

Mark how disingenuously the Hon. Commissioner in his argument under Charge V. has *converted this testimony* as follows: "J. C. Fairchild swears that about the 30th day of August, 1872, I hired to E. H. Dyer (p. 1) of Commissioner's Argument) as compassman for John M. Ingalls." The statement as made by Fairchild, conveying the idea that Dyer, acting as agent for Ingalls, hired said Fairchild. The Hon. Commissioner converts this statement by introducing the words "as compassman" before the name of Ingalls, so as to make it convey the idea that the said Fairchild was to be *in the employ of Dyer*. The testimony of Ingalls and Dyer is, that Fairchild was employed *for* Ingalls.

We go further, and say that if the Government, or the real parties in interest in this matter, ever *seriously* tried to obtain any evidence on this point it has *wholly failed to do so*.

If so, *who were the chainmen, axmen or surveyors?* and what were the stores, supplies and teams, so furnished by Dyer, and by whose affidavit are these things developed? We cannot find them.

But Mr. Chapman further charges, "that the contracts * * * although nominally executed with the surveyors so employed by said Dyer, are really for the benefit of said Dyer and Hardenbergh."

That as to the money finally received on the contracts, he says: "As I *am informed and verily believe*, it is divided between the said Dyer and Hardenbergh in agreed proportions," etc.

This brings us to the matter of the Ingalls, Small, and McKay contracts reviewed by the Hon. Commissioner under the Charge V., and the consideration of the relations which the Dyers and Hardenbergh sustained to those contracts.

It is contended by Chapman, Moore, Carr, and the Hon. Commissioner, that those relations were unlawful, while we, on the part of Mr. Hardenbergh, contend that his relations were solely that of a *faithful representative and agent of the Government*; and the Dyers relative thereto, that of a friend and relation, rendering lawful aid to those requiring assistance. The affidavits in the case, so far as they refer to these relations between the contractors and Dyers, establish conclusively the following propositions:

1st. That the contractors referred to are *relatives of the Dyers*.

2d. That the Dyers, or one of them, used their influence to obtain for the contractors valuable contracts under the Government.

3d. That the Dyers, or one of them, *aided* the contractors by furnishing them means to carry on and complete the contracts.

4th. That the contracts were for work in the northeast corner of the State of California, a distance of at least three hundred miles from the city and county of San Francisco, where the U. S. Surveyor's office is situated.

5th. That the Dyers, or one of them, gave the contractors authority to draw upon them, or one of them, for all such money as they might from time to time find it necessary to use in the field.

6th. That the Dyers, or one of them, during the absence of the said contractors in the field, rendered said contractors all the aid they could in seeing that the field-notes were promptly and properly returned to the office of the Surveyor General, and that the proper copies of such field-notes were made, the surveys platted, proper returns made, and the moneys that became due on the contracts collected as speedily as possible.

7th. That the Dyers were, or one of them was, reasonably compensated by the contractors for the aid so rendered them by the Dyers.

8th. That the work done in the office of the Surveyor General, at San Francisco, in respect to the copies of field notes, plats, etc., etc., and so being looked after by the said Dyers for the said contractors, came to be designated by the clerks in the office as the "Dyers' work."

9th. That the Surveyor General did understand from Mr. Dyer, that he, Dyer, assisted the said contractors with money, and that he, the Surveyor General, did interest himself to hurry up the office work connected with surveys *as rapidly as possible*.

The above nine propositions are stated as strongly as they can be stated against Mr. Hardenbergh, and as strongly as the affidavits will warrant. And we assert, *confidently*, that, to any *unbiased mind*, they will give rise to no suspicion

of any corrupt agreement, or unfair dealing between the Dyers and the contractors, or between the Dyers and the Surveyor General.

Let us see : The Dyers used their influence with the Surveyor General to obtain contracts for their relatives. There was certainly *nothing unusual in this*, and surely "*nepotism*" is no *crime* under our government.

The Dyers assisted their relatives to money to enable them to take and complete the contracts. They did more. When the contractors were 300 miles away, personally conducting and superintending their surveys in the field, as the law required, the Dyers, from time to time, *urged forward* the work in the Surveyor General's office, and they did this so *energetically* and *persistently*, and very likely so much to the annoyance of the clerks in the office, that the work that they were urging to completion came to be called in the office *after their name*, and we say, very *naturally* came to be so called.

It is very evident that, had not the contractors engaged some one to look after this work and hurry it up, they would have suffered, necessarily, great loss. And who should they more naturally employ for this purpose than the persons who were advancing them money, and who, from their long experience in similar matters connected with said office, were particularly qualified to render aid in such matters, and who, from their family relations, would be more fully trusted?

For such services the Dyers and the contractors all say, that *a remuneration was given to the Dyers*.

The Hon. Commissioner, as Advocate, in one of his conclusions under his 5th charge, says, that in their affidavits the Dyers *studiously avoided explaining the precise nature of the agreement between them*, referring to the Ingalls Boys.

Now, in answer to this, under the circumstances, very *ungenerous charge*, we say that, if the Hon. Commissioner has not obtained the information he desired on this point, it is no fault of Mr. Hardenbergh, since there is nothing in the charges made in the affidavits to *call out this information*.

If the Hon. Commissioner had sent out a man to investigate this whole matter, and given an opportunity for witnesses to be examined and cross-examined, all that was desirable on *both sides* could have been elicited, and many pages of *useless swearing* been avoided.

The issue tendered to Mr. Hardenbergh, in respect to this particular matter, is, that the Dyers were the real owners of the contracts, and that he and the Dyers had some agreement about dividing the profits. The ownership in fact of the contracts by the Dyers is fully denied by them and the Ingalls, and they *go further* and state in their affidavits *all the circumstances* of their agreement with the Ingalls, and state, what was wholly unnecessary to state, that, for all their advances and efforts in behalf of these contractors, they were paid according to the advances made and assistance rendered, which can properly be understood to mean *only*—that they received *more or less* as they advanced more or less, or performed more or less services.

It is true, they *could* have stated what rate of interest they charged on their advances, and when and where and under what circumstances, the payments were made, but *they were never asked*.

Again, was there not the best of reasons for the contractor arranging with some one in San Francisco for payment of their money orders? For it must be remembered they were 300 miles away, in a country where they were strangers, and liable to require money for *unexpected uses*, as in the case of sickness, or removal of one of their assistants, etc., etc., etc.

Mr. Gibbons, one of the persons who makes an affidavit in this matter against Mr. Hardenbergh, says, that "it is his *impression* that Mr. Dyer has an interest in the contract given to the Ingalls boys"; that the Dyers *felt* an *interest* in the contracts is certain, but that it was an interest beyond, or of a different kind from what they have themselves stated, is denied.

And this interest which they felt by reason of their relationship to the contractors, their money advances, and the natural desire to have the boys come out with profit to themselves, and ability to discharge their indebtedness, was misconstrued by Gibbons, and awakened, perhaps not unnaturally, a *suspicion* that the Dyers had a direct and unlawful interest in the contracts themselves.

The contracts themselves, following the law, provide expressly that "no member of Congress, or sub-agent or contractor shall have any part or interest in the contracts." But neither the law nor the rules of the Land Office inhibit any one from taking such interest in contracts as was taken by the Dyer brothers.

It was never the policy of the law to place under the ban the kindly feelings of the human heart, or to forbid friends, relations or even strangers, from extending aid and assistance, pecuniary or otherwise, when required by those in need.

But Mr. Hardenbergh made, it is said, frequent inquiries in reference to the work of these contractors, and wished it pushed ahead as soon as possible, and according to Mr. Bielowski's statement, gave as a reason for so doing that he, Hardenbergh, had advanced the deputies some money and wished to get it "back, or words to that effect."

Mr. Hardenbergh does not deny, but, on the contrary, admits that he hurried up the work, but does deny that he ever *advanced a dollar of money to the contractors, or that he ever so stated.*

See his affidavit of July 16th, in reply to Bielowski's.

Now, there is every probability that Mr. Bielowski is mistaken in his statement of what Mr. H. said about his advancing money. Mr. Hardenbergh says he "was told by Dyer that he, Dyer, had made advances," and no doubt but that Dyer, thinking that the platting of the work that he was having done for the Ingalls was getting along too slowly, complained to the Surveyor General, and as an excuse for troubling the Surveyor General about the matter, had urged the reason that the boys were poor, and were hiring money to carry out their contracts, and it is not improbable that the Surveyor General repeated some similar reason to the draughtsmen, as that they had got advances made to them, or that Dyer had made advances to them, which was the fact, and Hardenbergh knew it.

While, on the contrary, there is no *conceivable reason* for his saying that he, Hardenbergh, had himself made such advances, we must give the man credit for at least a reasonable amount of discretion and common sense.

Calling attention to the following affidavits of E. H. Dyer, at page 67, of E. Dyer, at pages 73 and 77, of the Ingalls, at pages 78 and 83, and of the denials and statements of the Surveyor General, at page 138, where they refer to the point under consideration, we conclude what we have to say under Charge V. with the remark that no jury or court in the world could find this charge against Mr. Hardenbergh, and that the conclusion of the Hon. Commissioner is wholly unwarranted, and drawn from the *suspensions of parties interested in*

obtaining the removal of the present incumbent from the office of Surveyor General, and not drawn from the facts developed in this case, for aside from what Moore and Chapman state that Hardenbergh told them, *way back in 1871*, there is absolutely nothing on which to base such a conclusion.

Referring again to Chapman's affidavit found in print on page 1 of this argument, at line 33, of said affidavit—said Chapman commences the recital of a long story about John C. Partridge, and what happened to him, and how he, Chapman, *advised* him, &c. It will be seen by reference to this affidavit that said Partridge is one of Chapman's acquaintances (?) and that he held, and worked under a *bona fide* contract, and not in the interest of the Dyers. That his surveys under his contract came into conflict with one of the Ingalls, &c., &c.

It seems to us that this whole story, which extends down to line 70 of the affidavit, is matter *entirely foreign* to this *investigation*, but since the Hon. Commissioner has seen fit to present Mr. Hardenbergh with this *crude mass of affidavits* to answer, instead of specific charges he has had no option but to disprove the entire mass of allegations, relevant and irrelevant, not knowing but that matters which might appear to him irrelevant, would appear to the Hon. Commissioner, *most important* as in the case of the Dyers' and Ingalls' alleged agreements; the statement of the agreement is made, as we think, very full and complete, yet the Hon. Commissioner now complains that it is *not full enough*, and though he has never asked that it should be made fuller, or given at all, uses it as an argument, almost conclusion, against Mr. Hardenbergh.

We therefore, in reference to this part of Chapman's affidavit, refer to the affidavit of Mr. Partridge himself—the party alleged by Chapman to have been so ruthlessly abused and injured.

This affidavit of Partridge is found at page 99 of Hardenbergh's printed answer, and it will be seen that Mr. Partridge contradicts *every material thing alleged by Chapman with reference to this matter*, and neither Chapman nor anybody else comes forward to verify this story, or make *any statement in respect to it*.

Again, referring to Chapman's affidavit, lines 70 to 87 inclusive, contain the statement that Mr. Hardenbergh asked of Chapman a loan of \$2000, which was by Chapman declined—followed by the allegation, to wit: "As I am informed and believe he," referring to Hardenbergh, "then obtained the money from the people of Sierra Valley who were opposing the claim."

Who so informed him? On what does he base his belief? And a little further on, he says: "I further *believe, and have no hesitation in expressing the belief,*" (what a bold, brave man we have here!!!) "that had I responded to such further and additional calls, etc., etc., his action in said Sierra Valley Swamp Land case would have been different."

CHARGE I.

Now will it be observed that in all this, there is not a *single allegation* that may not be true, and yet the Surveyor General has acted honorably in the matter of said case. Certainly the Surveyor General may borrow money when and of whom he chooses. There could be no wrong in advising Chapman to go slow, and to accompany such advice with *good reasons therefor*, and, as for Mr. Chapman's alleged belief as to what Mr. Hardenbergh would or might have done under certain supposed circumstances, neither makes for his honesty

nor even tends to prove him corrupt. Yet the Hon. Commissioner entertains his complaint, and called upon Mr. Hardenbergh to answer such matter, and this, too, after the whole subject here referred to had been before the Commissioner and once fully investigated, and the Surveyor General in all respects *fully vindicated*, and his actions in respect to said Swamp Land case *fully approved!!!*

But mark how reluctantly this Charge I., as numbered by the Hon. Commissioner, is disposed of, to wit:

"The charge that Mr. Hardenbergh acted corruptly in the matter is not *satisfactorily* proven."

The allegation of Chapman that E. H. Dyer has no contract whatever for surveying, is contradicted by the records of the Surveyor General's Office in San Francisco, and by the records at the Land Office in Washington. (See report of Surveyor General Hardenbergh in Land Office Report for 1872. p. 196.)

A similar allegation of Chapman, "that no contract will be found in the name of E. Dyer," is contradicted, and shown to be false, by the same records. (See report last above cited. p. 196.)

When it appears that E. Dyer then had a contract for \$4500 estimated, but which proves to amount to only some \$3,000 upon completion of the work, as shown by E. Dyer's affidavit at top of page 174, printed matter.

The allegations of Chapman that "E. Dyer is kept surveying in the field," is a repetition of an allegation made by Moore, and is contradicted by the affidavit of E. Dyer at page 75, of Hardenbergh's printed answer, near top of page; and this contradiction is sustained by the affidavit of D. C. Owen, Postmaster of the village where said Dyer resides. (See page 78, printed matter.)

Affidavits to the non-existence of facts that *really exist*—by persons who are in a *position to know the facts*, and have not taken the trouble to ascertain whether the facts sworn to really exist or not, are in all proceedings with which we are acquainted, considered worthless—and the testimony of the persons making and subscribing such affidavits is ever regarded with *much suspicion*, particularly when such affidavits are made to be used to the *injury of another*, as in this case. But of the weight to be given to these affidavits we shall remark hereafter.

We will now consider the matters alleged in the two affidavits of M. G. King, formerly a draughtsman in the Surveyor General's office.

Upon these affidavits the Hon. Commissioner makes his charge.

No. IV. "That the Surveyor General approved certain work of Deputy Surveyor J. C. Partridge, knowing the same to be *incorrect and fraudulent*."

This is, indeed, a very grave and serious charge. But grave and serious as it is, the Hon. Commissioner has sustained it against the Surveyor General. But in all deference to the Hon. Commissioner, we must say that the evidence is insufficient to support the charge. We proceed to examine it.

The first evidence under this charge is the affidavit of M. G. King, dated April 9th, 1873, as follows:

STATE OF CALIFORNIA,
San Francisco, April 9, 1873. }

To the Honorable Commissioner of the General Land Office, Washington, D. C.

Sir:—In the year 1872 I was employed as draughtsman in the U. S. Surveyor General's office, San Francisco.

About the month of April in that year I took the notes of John C. Partridge from which to make the plats of township and subdivision work, which he had done a short time before. I found that he had returned several miles of standard line that had already been run by Ingalls under a contract of previous date. Mr. Partridge was asked for an explanation. He admitted that on the line he run he found no corners or evidences of the line having been previously run. The inference was either that the lines had *not been* run, or if run that it was on a different line from the one established by Ingalls, and therefore any work located from it must be incorrect. I found also an inadmissible discrepancy in the length of closing lines in work adjoining Ingalls. Mr. Partridge was then sent for by Mr. Hardenbergh. He made some very poor explanations, and was allowed to correct his field-notes without again going into the field, and I was instructed to complete the plats.

The notes of the eastern boundary of one township had been mislaid in the office, and not being able to find them another copy was sent by Mr. Partridge.

Before completing the plats the first copy was *found*, and upon examination it was found to be *entirely unlike* the last copy. The evidence of fraud was so apparent that the principal draughtsman (Mr. Wilde) remarked that Partridge's contract ought to be rejected, and he should be made to suffer the full penalty of the law.

Mr. Hardenbergh was very anxious to get Partridge's contract completed, and inquired as to the reasons of the delay, and fully understood them, notwithstanding which he approved the contract.

It was generally understood among the draughtsmen in the office that it made no difference what the character of the work might be, the Surveyor General would approve it.

M. G. KING.

Subscribed and sworn to before me, this 9th day of April, A. D. 1873.

[SEAL]

F. O. WEGENER,
Notary Public.

This affidavit of King, dated April 9th, 1873, it will be observed, is exceedingly indefinite. Neither township nor range is mentioned, and no clue is given which would enable any one to determine in what particular survey or surveys the errors alleged had occurred or been made. The only points given are the name of the surveyor and the proximate date when King took the notes.

To answer this indefinite affidavit Mr. Hardenbergh could do no better than to refer the affidavit to Mr. Partridge himself. And Mr. Partridge in an affidavit made by him in Lassen County, California, on the first of July, 1873, makes what appears to be a *very full and clear* statement of the supposed errors referred to, so far as he could learn from the affidavit of King, the draughtsman in the office, or from King himself, wherein the supposed errors existed.

Partridge's affidavit, in reply, is as follows :

Statement of John C. Partridge in answer to affidavits made by M. G. King and W. S. Chapman, relative to matters of surveying, etc. :

In the year 1871, I took the contract to survey Tps. No. 37 North, Ranges 14 and 15 East, Mt. Diablo Base and Meridian. For the purpose of making the survey of those townships, I commenced at the corner of Tps. 36 and 37 N., R. 17 and 18 E. and ran west to said first mentioned townships, (Mr. Wm. Minto having a contract for the survey of townships on the north and west of these townships) and undertook to close on my survey, when it was found that in consequence of errors in old surveys there was a discrepancy of about two miles on north and south lines, and about one mile and a half on east and west lines. We together suggested a plan which appeared to be the best and cheapest way to heal the discrepancy, which was allowed by the Surveyor General. Accordingly it became necessary for me to re-survey Tp. 37 N., R. 14 E. and a portion of Tp. 37 N., R. 15 E., making the former about four miles north and

south and four miles and a half east and west as the plat will show ; and there was a niche in the northwest corner of the latter township about equal to the old error.

To make said re-survey, and at the same time heal some little errors of my own, I was of course obliged to send into the office a new and different set of field-notes, which I did. I went to San Francisco in July, 1872, when I was informed by M. G. King that my notes of Tp. 37 N., R. 15 E. were not in the office. After fruitless search, I sent home to Susanville to Mr. Smith, who had been working with me on the survey of that township, to send a copy of the notes of the same. He sent to the office a copy of the notes of the former survey instead of the latter and proper ones, before the missing ones being found ; there was of course a discrepancy. Both copies were returned to me from the office. I explained as above, and the explanation was satisfactory to the office.

During the same year I ran a portion of the seventh standard north which I found to have been previously run by some (to me) unknown person. I found it, however, to be correctly run and I adopted the corners as I found them. I sent the notes of the same into the Surveyor General's office without making mention of the corners found there. This I did because I had the contract to run that line, and I thought that whoever had run the line before me had done so without authority.

My notes were returned to me rejected, because the same line had been run by and allowed to J. M. Ingalls. I never had any conversation with Mr. King about this line, nor of any other of my work, except as mentioned above. I was never sent for by any officer or employé of the Surveyor General's office, or any other person to explain anything in regard to it, nor did any person to my knowledge correct said notes. I, however, corrected my field-notes of *closing* lines on south of said standard line and starting lines north of the same, so as to connect with standard as run by J. M. Ingalls, instead of connecting with standard as run by myself, which was precisely the same except the verbiage.

In 1871, I obtained a contract for the survey of several townships in Siskiyou county. After having arrived in the field and worked a short time I was informed by General Hardenbergh that there was a conflict in my contract with that of Mr. W. F. Ingalls. He accordingly gave me in lieu of these townships included in Ingalls' contract an equal number of townships to the east and south. I did not leave my party in the field and proceed to San Francisco to arrange any matters connected with that conflict. I did some work in Tps. 41 N., R. 11 E., 42 N., R. 12 and 13 E., which were in said conflict and which were awarded to Ingalls. My contract for the above named townships bears date July 1st, 1871. I gave the field-notes of a portion of Tp. 41 N., R. 11 E. to Ingalls. I do not know whether he made any use of them or not. I did not destroy any of the monuments in any of said work except two or three miles of the 8th standard in R. 12 E. which was run by the magnetic needle and proved to be incorrect. In lieu of Tps. 41 N., R. 10, 11, 12 and 13 E. and 42 N., R. 9 E. I received Tps. 41, 42 and 43 N., R. 14 E., Tps. 36 N., R. 9 E. and Tp. 37 N., R. 14 E.

Having made a free statement of all the possible objectionable points in any of my surveys to Commissioner Robinson, and believing that the parties who made the said affidavits or statements implicating me in in any fraud, wrong, or irregularity, have been led to do so by promises of positions or offices of trust, I have spoken to, first, Mr. Wilde, Chief Draughtsman in the office of the U. S. Surveyor General, at San Francisco, who, I am informed, expected to be the successor of General Hardenbergh, and the person named in the affidavit of M. G. King as the willing witness against me, and requested him to inform me *where* the standard line was spoken of in King's affidavit : what and where the discrepancy was "in the lengths of closing lines," and what was the number and range of the township, the eastern boundary of which has been mislaid in the office and another and different copy sent by me ; all of which he confesses he does not now nor never did know anything about. I have seen Mr. Gibbons, also Assistant Draughtsman in the said office, and he tells me that he does not know how nor where the above alleged discrepancies existed.

Having, therefore, no specific allegations to answer in said King's affidavit and said King not being here to explain, I hereby declare and state that said allegations are none of them true, except as in my statement hereinbefore set forth.

Since making the above statement I have succeeded by much labor in finding M. G. King. I have told him that by and in consequence of an affidavit made by him in which certain allegations were made charging me with fraud in the execution of certain surveys, I wished him to state to the Commissioner, first, the number of the township of the survey of which duplicate field-notes were returned; and second, if I ever talked with him in relation to my work on standard line which had been previously run, and if so, on what standard and in what range? In answer to the first question he said (after much reflection and apparently many misgivings) that it was Tp. 43 N., R. 14 E. He stated further that of his own knowledge I had never returned *duplicate field-notes of but the one boundary of the one township*. Seeing, as I thought, a decided disposition on his part to urge a persecution against me, I have secured the certified copy of a letter from General Hardenbergh in relation to this matter, which I hereunto attach, and which will show whether I am or he is right.

U. S. SURVEYOR GENERAL'S OFFICE, }
San Francisco, Aug. 9th, 1872. }

J. C. PARTRIDGE, Esq.,
Susanville.

Str:—I return herewith the field-notes of Tp. 37 N., R. 15 E., M. D. M. It appears you have returned two books of the same Tp. The notes of the township you will observe are entirely different as to topography and variations, &c., &c.

Very Respectfully,

J. R. HARDENBERGH,

U. S. Surveyor General for California.

I hereby certify that the above is a true, full, and correct copy of the letter written by me to J. C. Partridge relative to duplicate copies of field-notes of the survey of Tp. 37 N., 15 E., M. D. M.

Attest my hand and seal this 28th of June, A. D. 1873.

[SEAL.]

J. R. HARDENBERGH,
U. S. Surveyor General for California.

To the second question or interrogatory, he (King) answers in effect as follows: That there was no mention in any of my field-notes of having found any evidence of any previous line having been run; that there were discrepancies in the lengths of closing lines; that I had never talked to him or with him in relation to the matter, but my compassman had done all things herein alleged, and had further told him that I wanted my work to go through as quickly as possible, and if he (King) would assent, I would make it all right with him when I came down. W. D. Fletcher was with me in 1871 as a flagman or compassman. The said Fletcher never on any occasion ran a compass for me, nor can he, in my opinion, even set a compass. Acting as my flagman, generally he assisted me as a good and faithful laborer in the capacity in which he was engaged. He never had charge of nor conducted any party or company of men for me in the capacity of a surveyor, nor in any other capacity, nor did he ever keep or write any field-notes for me.

I never had a compassman in the field with me to execute any work on the said contracts, in the sense in which he (King) used the term, nor in any other sense, except as explained by me above. I hereunto append the affidavit of W. D. Fletcher, who is mentioned in this respect.

STATE OF CALIFORNIA, }
County of Lassen, } ss:

W. D. Fletcher being first duly sworn, says: That during the year 1871 he assisted John C. Partridge in making surveys of Government lands. That

during that time, nor at any other time, did he ever act in the capacity of surveyor, nor did he during said year, or any other year, even run a surveying party for the said John C. Partridge. Further affiant saith not.

W. D. FLETCHER.

Subscribed and sworn to before me, this 28th day of June, A. D. 1873.

F. S. CHAPMAN,

County Clerk of Lassen County, Cal.

This King's statement that I "would make it all right with him if he would assist in hurrying my work through," it appears only to explain the animus of this man King; and here I will state that under the administration of General Day, I had paid the draughtsmen in the office for expediting my work. After General Hardenbergh had taken the office, he, H., informed me that I need not pay the draughtsmen for any labor belonging to them in the office, for the appropriation was sufficient and he would see that they dispatched it without extra pay. Mr. Minto informed me that he believed that I would pay to give them a piece; I declined to do so. He (I believe), has invariably given them money to hurry his work along, and hence, in my opinion, one of the main reasons why I have incurred their displeasure and envy and he has not.

I am not now, nor ever have been, in any way interested with E. Dyer, E. H. Dyer, or the Ingalls brothers, in any contracts for the survey of public land, nor did I ever have any business transactions with them, or either of them, of any kind except as above stated, as to the Ingalls brothers.

I never knew W. S. Chapman, and never met him but once up to the time he made his affidavit relating to me, which was in October, 1871, during the time of the session of the Grand Lodge of F. and A. M., I being in San Francisco to attend said Lodge, when he sought an introduction to me and commenced a tirade of abuse against General Hardenbergh, stating that he, Chapman, had got Hardenbergh his position, and that said Hardenbergh had thrown off on him. Chapman was considerably excited and did not except me in the object of his abuses, when a scene ensued and the conference or meeting ended.

JOHN C. PARTRIDGE.

STATE OF CALIFORNIA, }
County of Lassen, } ss :

John C. Partridge being by me first duly sworn deposes and says that the annexed statement is true.

In testimony whereof I have hereunto set my hand and the seal of our County Court, this first day of July, A. D. 1873.

F. S. CHAPMAN,

[SEAL.]

County Clerk and ex-officio Clerk of said County Court.

It will be seen from Partridge's affidavit how difficult it was for him to get from King, or anybody else, any DEFINITE idea of the particular surveys in which had occurred the errors referred to in his, King's, affidavit of April 9th, although he, Partridge, *particularly* recites the entire list of all the work he had done for the office, thus giving his accusers every facility of pointing out the *particular Township* in which the alleged irregularities had occurred.

Mr. Partridge being able to recall but two instances in which he had come in conflict with the office, recites them, and gives an explanation which, as we remarked above, is *entirely satisfactory*.

But Mr. King, by a second affidavit of the 2d of July, 1873, returns to the attack upon Mr. Partridge, and this time with some degree of definiteness, and yet with great *uncertainty* as to the *particular Townships*.

The following is his affidavit :

In addition to, and in explanation of my former affidavit, I will make the following statement :

The standard line, to which I referred in my former affidavit, is the seventh standard north. When Mr. Partridge was called upon for an explanation, a person representing himself to have been Mr. Partridge's compassman on the survey, came to the office and claimed to have authority from Mr. P. to explain the matter. He stated that in running the standard line he found no corners or evidence of the line having been previously run by Ingalls, while, as before stated, it had already been run and returned to the office.

The field-notes of Tp. 35 N., R. 10 E. having great discrepancies in closing distances on the northern boundary, attention was called to it. The same person took the notes from the office, and when they were returned the distances were changed by erasing from the field-book and inserting other figures, as the office copy will show at the present time. The same person also said to me, that Mr. Partridge was anxious to get his work through as soon as possible, and if I would assist him to do so, he (Partridge) *would make it all right with me when he came down.*

The duplicate notes referred to in my former affidavit were notes of the boundary of Tp. 43 N., R. 14 E. I am perfectly sure of the Township from the circumstances there being a section and a half of the northern boundary in the same notes.

I remember there was some trouble with the notes of Tp. 37 N., R. 15 E., but this is not the case to which I refer in my affidavit. I recollect this Township from its being fractional and of peculiar shape; also that the eastern boundary passes through a piece of swamp land, and there is no swamp land on the boundary to which I refer.

M. G. KING.

Subscribed and sworn to before me this 2d day of July, A. D. 1873.

ALFRED C. CRANE,
Notary Public.

[L. s.]

King in his *first* affidavit swears that Partridge was asked for an explanation in respect to the line run by both Ingalls and Partridge, and that he, Partridge, admitted that on the line he had run he found no corners, etc.

Partridge *pointedly* denies this; and King, in his second affidavit, says it was a *man representing himself as Partridge's compassman* that admitted, etc.

Thus Partridge is sustained in his denial. In his first affidavit King says :

"I found also an inadmissible discrepancy in the length of closing lines in work adjoining Ingalls'. Mr. P. was sent for by Hardenbergh. He made some very poor explanations, and was allowed to correct his field-notes without going into the field, and I was instructed to complete the plats."

Mr. Partridge again contradicts this statement of King in the following pointed language :

"I was never sent for by any officer or employé of the Surveyor General's office, or any other person," etc.

And King in his second affidavit again admits his memory at fault, for in his affidavit, King, referring to this matter of discrepancy in the closing lines, says that it was not Partridge at all, but "the same person (referring to the person who had talked to him about the Ingalls' contract) took the notes," etc.

These two contradictory statements, both made under oath, show, at least, how uncertain is King's memory.

In King's second affidavit he says that the case in which the duplicate notes were furnished by Partridge, was the survey of T. 43 N., R. 14 E., and tries to *create confidence in his memory* by citing the existence of a circumstance, the like of which exists in *numerous* townships.

That Partridge is correct in his statement that T. 37 N., R. 15 E. is the particular township in which the duplicate notes filed, is proven—

1st. By the statement of King in his first affidavit, that there was but one township in which duplicate notes were sent.

2d. By the letter of the Surveyor General annexed to and accompanying Partridge's affidavit.

3d. By the annexed statement :

U. S. SURVEYOR GENERAL'S OFFICE, }
San Francisco, August 9th, 1872. }

J. C. PARTRIDGE, Esq.,
Susanville.

Sir:—I return herewith the field notes of Tp. 37 N., R. 15 E., M. D. M. It appears you have returned two books of the same Tp. The notes of the township you will observe are entirely different as to topography and variations, etc., etc.

Very respectfully,

J. R. HARDENBERGH,

U. S. Surveyor General for California.

I hereby certify that the above is a true, full and correct copy of the letter written by me to J. C. Partridge relative to duplicate copies of field notes of the survey of Tp. 37 N. 15 E., M. D. M.

Attest my hand and seal this 28th day of June, A.D.
1873.

[SEAL.]

J. R. HARDENBERGH,

U. S. Surveyor General for California.

Consequently King must be in error in stating in his second affidavits that the duplicate notes were filed in T. 43 N., R. 14 E.

But the Hon. Commissioner in his argument under this Charge IV. says, "King swears that the east boundary of Tp. 43 N., R. 14 E. is the township line of which duplicate notes are filed. This statement is corroborated as to the character of the line by Wildes, Gibbons and Bielowski." (See page of Hon. Commissioner's argument.)

Now, with all due respect to the Hon. Commissioners, we insist that he has fallen into a *grave* error in this matter.

Let us see. King made his first affidavit on the 9th of April, 1873, in which he did not mention any *particular* township, or range whatsoever.

Messrs. Wildes and Bielowski severally made their affidavits on the 27th and Gibbons on the 28th of June, 1873, in which they severally refer to King's first affidavit. (They made other affidavits at subsequent dates regarding other matters, but in none of these *subsequent affidavits do they mention King's affidavit or allude to the Partridge survey.*) Wildes, in his affidavit of June 27th, after giving his opinion of King's character and standing, and admitting that he, Wildes, made the remark attributed to him by King, says: "I don't think he (referring to Hardenbergh) would approve a survey which was represented to him as fraudulent by the draughtsman. I don't believe the Surveyor General would allow a deputy to correct a field-book and not make the correction in the field."

Gibbons says: "I do not know that Partridge was allowed to correct his field-notes without going into the field."

In another place Gibbons says: "My impression is that the charge made in the affidavit of King is correct *except* as to the last part, etc., wherein King states that it was understood generally among the draughtsmen in the office that Surveyor General Hardenbergh would approve any work, no matter what its character might be." Bielowski says:

“ Think Mr. King mistaken when he states that the Surveyor General would approve anything, returned by Mr. Partridge—think that the Surveyor General has proved himself reasonably cautious in all cases about the approval of work—Surveyor General was generally governed by the report of the draughtsman, but have known him to refuse to approve work, &c., and then at the close of his affidavit says, that he regards King as perfectly reliable, &c.

It will be observed that neither of these gentlemen testify as to any *particular Surveys, Townships, or Ranges*, and confine themselves to the *expression of opinions* and not to the statement of facts so far as the matters set forth in King’s affidavit are concerned. and yet, the Hon. Commissioner says that these gentlemen corroborate Mr. King’s allegations. Nay, more: The Hon. Commissioner says that the affidavits of these three gentlemen corroborate King in his statement that the Township in which the double notes were filed, was T. 43 N, R. 14 E, *when at the time they made the affidavits Mr. King had not discovered, or stated the Township at all*, for by referring to King’s second affidavit (the only one in what he mentions the Township) it will be seen that this second affidavit was not in existence on the 27th and 28th June when these gentlemen made their statement.

Mr. King’s second affidavit having been made some days afterwards, to wit: on the 2d of July, 1873.

So it appears Mr. King *is not only not* corroborated by these three gentlemen named, but he is not corroborated upon this point by a single witness, while he is *contradicted* by his own friends in the matter of *his opinion* respecting the Surveyor General, and also as to what was the understanding among the draughtsmen respecting the Surveyor General.

In regard to the erasures in the original field-notes of T. 35, N. R. 10 E. Mr. King says in his first affidavit that Mr. Partridge “was allowed to correct his field-notes without going into the field.”

How does this appear? Mr. King in his second affidavit says that after the error was discovered the field book was taken from the office by some one for Partridge, and when it was returned the changes as they now appear were made.

This, we *suggest*, so far from showing that the correction was made without going into the field, *tends* to prove that a return to the field was had, and the survey corrected in the field, and the *presumption* is that the officer *did his duty*.

There is no pretense that the *Surveyor General* made the erasures or corrections, or that he ordered them to be made, but *only* that the errors being discovered by the officer, the book was returned to the Surveyor who made the corrections and the Surveyor General approved of the survey *only after* proper explanations and return of the book corrected.

When Partridge called upon Mr. King, as stated by Partridge in his affidavit, he asked him, King, to state—

1st. The number of the township of the survey of which duplicate field-notes were returned, and in answer King said it was T. 43 N., R. 14 E. Partridge swears (and Partridge is corroborated in his testimony on this point, as we have before shown) that the *only* township in which duplicate notes were returned was T. 37 N., R. 15 East. And yet the Hon. Commissioner says that, “if this matter had been susceptible of explanation, I am certain that Mr. Partridge and the Surveyor General would not have passed it over in silence. And,

therefore, I cannot come to any other conclusion than that Mr. Hardenbergh, in approving the survey, knowing it to be *incorrect* (?) and erroneous, acted fraudulently and regardless of the sanctions of his oath and his duty as an officer." And this, notwithstanding there is no *pretense* that the Surveyor General had any interest in the contract, or had any inducement whatever, aside from his duty as Surveyor General to approve the survey. Even Chapman himself says that the contract was a *bona fide* one. If the action of the Surveyor General in this matter was as is alleged by King, it can be accounted for only "upon the theory that it was induced by *purely disinterested* cussedness."

Neither the evidence in the case, nor the argument of the Hon. Commissioner sustains this charge, or the Hon. Commissioner's judgment thereon.

And so we pass to the consideration of the evidence arrayed by the Hon. Commissioner in support of his charge, No. VI in regard to the receipt of \$78, rent from G. H. Thompson.

It seems as if there was no matter too small to be made the basis of a grave charge of fraud against the Surveyor General.

It was shown to Mr. Robinson, the special agent sent to California to make investigation in this case, that Mr. Thompson was actually occupying desk room in the office when Mr. Hardenbergh first entered upon his duties as Surveyor General.

That he was so occupying *under an agreement made with Mr. Day*, Mr. H's predecessor.

That Mr. Thompson was in arrears for his rent. That some few months after Mr. Hardenbergh took possession he gave to Mr. Thompson a contract to survey the San Lucas Rancho. That the bill of Mr. Thompson for surveying, under the contract, amounted to \$245 74 That when Mr. Hardenbergh settled with Thompson he deducted the amount that he, Thompson, was owing for rent, nearly all of which, to wit : \$66 was for rent that had accrued under Mr. Day, and only some \$9 that had accrued under Mr. Hardenbergh.

That the amount so deducted was in writing, so expressed upon Thompson's bill, and the same duly filed in the Surveyor General's office here, and duplicate forwarded to the Land Office at Washington.

That the money so accrued to the Government for rent (and which was *in fact*, rent under the arrangement made between Day and Thompson, as above stated, and not between Thompson and Hardenbergh,) was expended in paying for carpets and other small articles used in fitting up and putting in order the offices of the Government. And this also appears, by the bill rendered to this office for such articles by Messrs. Hardie and Fredericks of San Francisco, a copy of which was sent to the Land Office at Washington, and a copy retained in this office. The copy retained here was handed to special agent Robinson, and by him *probably* forwarded to Washington, with his report, since he *never returned it to this office*.

The Government examined, approved, and allowed the account and bill, and that should have been an end of the whole matter. If the action of the Surveyor General was "irregular," the Government should have called the Surveyor General's attention to the irregularity at the time.

On the contrary, the Government approved and allowed the transaction, which was, so far as Surveyor General Hardenbergh was concerned, only carry-

ing out *Surveyor General Day's arrangement*. Since the Department at Washington has now all the copies of the bills of Hardie and Fredericks above referred to, and the Hon. Commissioner not having referred to its existence, we here insert a copy just furnished the Surveyor General by said Hardie and Fredericks, lest Mr. Robinson may have neglected to forward with his report the copy taken from this office.

[Copy of Bill.]

San Francisco, _____ 1871.

MR. J. R. HARDENBERGH,

For the Surveyor General's Office, San Francisco,

Bought of HARDIE & FREDERICKS,

Importers and Dealers in Carpets, Oil Cloths and Upholstery Goods,
Corner Sansome and Market Streets.

April 25, 1871	48 yds. Tap. Brus.....	at \$1 75	\$85 16
"	2 H Rugs.....	" 4 70	9 40
July 19, 1871	51½ yds Tap. Brus.	" 1 75	90 12
"	6¼ yds. 4-4 Cocoa Matting.....	" 1 45	9 43
"	Binding 4 ends.....		2 50
"	2 Brush Matts.....		6 00
			\$202 61
April 27, 1871	Rec'd from J. R. Hardenbergh, Gold, \$78		
	Currency \$_____		94 56
Nov. 8, 1871	Rec'd from Government in Washington,		
	by warrant.....		108 05
			\$202 61

Judging from the Hon. Commissioner's argument, we conclude that special agent Robinson has not reported the facts under this charge, as given to him by Mr. Hardenbergh. We, therefore, here append his, Hardenbergh's sworn statement.

CITY AND COUNTY OF SAN FRANCISCO, SS :

J. R. Hardenbergh, being sworn, says that he never rented any office-room in the Surveyor General's office at San Francisco, California, to G. Howard Thompson otherwise than as hereinafter stated, to wit: When he took possession of the office in February, 1871, he found Mr. Thompson in the office, occupying under an arrangement made between the late Surveyor General Day and said Thompson. That Mr. Day informed deponent of this arrangement, and also informed him that he used the amount Thompson paid to purchase little matters for the office. No new arrangement was made between Thompson and deponent, and on the 27th of April, 1871, deponent settled with Thompson according to his agreement with Mr. Day, and Thompson then paid deponent \$78, \$69 of which had accrued under Mr. Day and only the sum of \$9 under this deponent, and the entire amount, to wit: \$78, deponent at once paid on the bill of Messrs. Hardie and Fredericks, then standing against the Surveyor General's office.

(Signed.)

J. R. HARDENBERGH.

Subscribed and sworn to before me this 21st day of October, A. D. 1873,

J. A. ROBINSON,

U. S. Commissioner.

The Hon. Commissioner has relieved us from the necessity of replying to Charge No. II. In regard to the William H. Carlton Survey, the Hon. Commissioner remarks that the delivery in the approval of this survey was *unusual* but cannot be regarded as improper.

CHARGE No. III. This charge relates to matters set forth in the letter and affidavit of W. P. Casey, found at pages 23, 24 and 25 of printed answer.

Mr. Casey says that he first applied to Surveyor General Hardenbergh for a position on the 5th day of July, 1872 and that the Surveyor General then told him that, "the chief draughtsman was away, and to call again on Monday morning, and it would be all right. When I called according to request (this was Monday the 8th) Mr. Hardenbergh said to me: "there was no vacancy, he had nothing for me to do."

It is apparent that Mr. Hardenbergh deferred answering Casey for the purpose of consulting with Mr. Wilde, the chief draughtsman, respecting the necessity of more help in his department, and that he *did* so consult, is made evident by Casey's letter to the Hon. Willis Drummond, on page 23 of printed answer, wherein Casey says, "Mr. Wilde (chief draughtsman) told Mr. Hardenbergh before he employed me, that he had force enough in the draughting department."

On July 11th, Casey says he received a notice from a friend informing him that Col. Ransom had been applied to, &c. That Casey called (date not stated) at the Colonel's, met Pickett and made his agreement as stated in his affidavit.

That Mr. Hardenbergh knew nothing of this agreement between Casey and Pickett up to July 15th is proven by Pickett's note to Casey dated on that day, wherein Pickett writes: "Mr. Hardenbergh will [be gone until Thursday, July 18th but *Hopkins thinks* there will be no objections to our arrangement." (See letter of Pickett accompanying Casey's affidavit.)

That Hardenbergh was equally ignorant of the agreement on the 18th of July, appears from Casey's affidavit wherein he says, "I did not meet him (Pickett) until the 18th, he then told me that Mr. Hardenbergh had returned, but he had not seen him."

Casey says that on Friday (the 26th) or Saturday (the 27th) he next met Pickett, and that he then told him that it was all settled, and on Monday (the 29th July) Casey called at the office of Surveyor General, and on Mr. Hardenbergh *entering the office*, he immediately asked me "where I had been showing, as I thought that he expected to see me sooner *in pursuance of the agreement.*"

Casey was referred to the chief draughtsman, with the remark, "you can go to work." He did go to work on August 1st.

To understand this matter, and to show *how little* there is in it that reflects upon Mr. Hardenbergh, it becomes necessary at this point to call attention to Mr. Pickett's statement which is as follows:

SAN FRANCISCO, June 11, 1873.

J. R. HARDENBERGH,

U. S. Surveyor-General of California.

Sir:—

I have received your note (inclosing affidavit of W. P. Casey) respecting a certain arrangement alleged to have been made with you last July, by which I was to receive a portion of a draughtsman's salary in your office. In response I have to state that an application to you for a temporary situation to pay expenses, whilst wielding my pen in the canvass, you informed me that you would require a draughtsman in a few days, and if I could get such a person from the Custom House, or some one otherwise engaged, and exchange places with him, you would keep the situation open for me.

Not finding such a person occupied who could make the exchange, I agreed with Mr. Casey to accept the place, on my recommendation, and pay me a por-

tion of the salary. Accordingly I presented his name to you, when you agreed to appoint him, without asking me any questions upon the subject or knowing what bargain I had made.

This I stated to Mr. Casey, telling him to call on you soon, but say nothing about our agreement. Near the end of the month, on finding Casey had proved faithless to me, I informed you of what I had done. You said that you would discharge him, especially since finding he was not an American citizen, whilst several such were applicants for places.

Respectfully, your obedient servant,

CHARLES E. PICKETT.

Subscribed and sworn to by said Charles E. Pickett this 12th of July, A. D.

1873.

J. A. ROBINSON,
U. S. Commissioner.

Here we learn that up to the 11th of June Mr. Hardenbergh *did not* require a draughtsman, but said that he "*would require one in a few days.*" (It will be remembered that he told Casey that he did not require one on the 8th, and now on the 11th he tells Pickett the *same thing.*) Pickett wanted a situation "*to pay expenses,*" which can, by any fair mind, be construed to mean *only* that he wished a chance to do sufficient work in the office to *earn running* expenses, so that he could devote his time out of office hours to the canvass.

The context clearly shows that Mr. Hardenbergh told Pickett he had no work that he, Pickett, could do—Pickett is not a draughtsman—but that if he could find a person who was a draughtsman, employed in any other capacity which he, Pickett, could fill, and could get such person to give Pickett *his* place, he, Hardenbergh, would give such draughtsman employment in the Surveyor General's office when the services of a draughtsman should be required, "*which would be in a few days.*"

Pickett, some two weeks afterwards, gave to Hardenbergh the name of Casey, and, not telling Hardenbergh of the agreement that he had made with Casey, he left Mr. H. to suppose that he had found a person to exchange work with him, Pickett, and the work in the office then requiring an increase of force in the draughting department, he appointed Casey.

That Hardenbergh did not understand the arrangement between Pickett and Casey, appears from the statement of Pickett, who says he not only did not tell Hardenbergh of the arrangement, but *prevented Casey from doing so.*

Pickett seems to have well understood that Hardenbergh *would not countenance* any such arrangement as he had made with Casey.

That Hardenbergh understood that Casey had been employed in some *other capacity in another office*, and had made the exchange with Pickett, seems evident from the question which Hardenbergh asked Casey when he called at the Surveyor General's office Monday, the 29th of July. Casey says he, Hardenbergh, "*immediately asked me where I had been,*" intending thereby to inquire *what position* he had been occupying and had given up to Pickett.

Mr. Casey, it seems, entirely *misunderstood* the *inquiry*, as appears by his affidavit.

We have then Mr. Pickett's statement that he *did not* inform the Surveyor-General of the arrangement he had made with Casey.

Mr. Casey's testimony that he was cautioned by Pickett not to tell the Sur

veyor-General (and he in effect says that he did not tell him) and the sworn statement of the Surveyor-General that, *an soon as he heard of the arrangement between Pickett and Casey*, he discharged Casey.

Hardenbergh says, I deny that I was influenced by any one in my action in said matter, but that upon learning that an unauthorized and illegal arrangement had been made and existed between the two men therein named, I put my veto on it and discharged Casey.

The chief clerk in the office, Mr. J. A. Robinson, also states under oath as follows: I entered upon the duties of said office on the seventeenth of February, A. D. 1871. I have read all the charges transmitted to the United States Surveyor-General by the Hon. Commissioner of the General Land Office. In relation to the W. P. Casey affidavit, I understood at the time he was discharged that it was on account of the Surveyor-General having ascertained that some private arrangement had been made by Casey with a Mr. Charles E. Pickett, which, on coming to General Hardenbergh's ear, he would not ratify and approve. Also, on the ground that Mr. Casey was not a citizen of the United States.

There is no evidence in the case that Hardenbergh learned of the arrangement between Pickett and Casey until the *end of August*, and that he then *promptly discharged him*.

The Hon. Commissioner, near the close of his remarks under this charge, uses the following language :

"That Mr. Hardenbergh's conscientious scruples would not have prevented him from sanctioning such an arrangement is very evident from the testimony of Pickett, which is not questioned, that he had agreed to a similar arrangement, through which Pickett was to secure the benefit of a salary from the Government while he was not engaged in its service but in a political campaign."

And then adds: "I am unable to draw any distinction between the arrangement made by Mr. Hardenbergh and Pickett, and which he does not deny, and the one which Mr. Pickett made with Casey."

This, it seems to us, is *remarkable language*, considering the facts developed by the statements of Casey, Pickett and Hardenbergh.

The Hon. Commissioner tells us that he *does not question the testimony of Pickett*, yet, in the very next line, alleges that Hardenbergh had agreed to an arrangement "through which Pickett was to secure the benefit of a *salary from the Government* while he *was not engaged in its service*, but in a political campaign." Now, *Pickett does not testify to any such arrangement*, or to any arrangement that resembles it.

He says he wanted the Surveyor General to give him a position, and that as he had none that he, Pickett, could fill, he, Hardenbergh, told Pickett that if he could find a person in a position who was a *draughtsman*, and *such person would give his position to Pickett*, he, Hardenbergh, would give the draughtsman work when he had it to give.

If Pickett took the position of such other person, of course Pickett would draw the salary attached to the position that he occupied, and the draughtsman the wages that he should earn in the Surveyor General's office.

By such an arrangement Pickett would not be in receipt of a dollar of the salary that the Government would pay to its employés. Consequently the remark of the Hon. Commissioner, that the result to be attained by such an arrangement as that proposed by Pickett to Hardenbergh would be the "taking

money out of the Treasury of the United States and putting it into the pocket of a private individual who was not expected or required to perform any official service in consideration thereof," is entirely *unwarranted*, for under such proposed agreement *no money whatever of the United States* would reach the pockets of Mr. Pickett.

The conduct of Mr. Hardenbergh in this matter was neither "corrupt," "reprehensible" nor inexcusable.

We now come to the consideration of

CHARGE No. IX.—"Deputies proceeded to the field and to the execution of their work prior to the time that the appropriations became available, and prior to the execution of their contracts," etc.

See Charge No. IX., at page—of Commissioner's argument.

In 1861, J. M. Edmunds, then Commissioner of the General Land Office, addressed instructions to the Surveyors General of the United States relating to their duties, and to the field operations of Deputy Surveyors, which instructions are, by Act of Congress of May 30th, 1862, made a part of surveying contracts.

The instructions were in force in 1871 and 1872, and, to the knowledge of Surveyor General Hardenbergh, have not been recalled.

The instructions are in print in pamphlet form, and we extract therefrom (page 4 of said pamphlet) the 3d instruction :

III.—OPERATIONS IN THE FIELD, WHEN TO COMMENCE.

The practice of anticipating the appropriations is deemed unwise and contrary to the spirit of the law. The surveys should not be commenced in ADVANCE OF THE YEAR FOR WHICH THE MEANS IS PROVIDED BY CONGRESS, and NO MONEYS CAN BE USED TO PAY FOR WORK DONE BEFORE THEY WERE APPROPRIATED. This must be regarded as an invariable rule to be rigidly observed in future.

The object of this restriction is to keep back the surveying operations to the LEGITIMATE PERIOD OF TIME CONTEMPLATED IN THE APPROPRIATIONS. These appropriations are made with reference to the current necessities of given years, and if allowed to be absorbed in advance, the purposes of Congress in providing stated sums annually to carry forward the public surveys would be defeated. In order to ENABLE DEPUTY SURVEYORS TO AVAIL THEMSELVES OF THE WHOLE SEASON BELONGING TO THE FISCAL YEAR, HOWEVER, they MAY BE PERMITTED TO COMMENCE THEIR OPERATIONS AS SOON AFTER THE FIRST DAY OF MAY IN EACH YEAR AS NOTICE IS RECEIVED FROM THIS OFFICE THAT THE APPROPRIATIONS HAVE BEEN MADE. You will be promptly notified, by mail or telegraph, as circumstances may determine, when the appropriations are passed, and no surveying chargeable to such appropriations must be done before receiving this notice.

The appropriation for 1871 was made available May 6th, 1871, as on that day the notice referred to in the above instructions were received at the office of the Surveyor General in San Francisco.

This appears by the records of this office, and also by the records and files in the Land Office at Washington.

The evidence of Vrooman on this point, as stated by the Hon. Commissioner, (and no where contradicted) shows that the surveying parties in 1871 did not leave San Francisco until the 26th May of that year, and did not reach the theater of action *until the 8th of June*.

(See that part of Vrooman's affidavit on page 8 of printed answer.)

Chapman, in his rambling affidavit of October ninth, says that deputies were put into the field as early as April, or May, 1871, but the only proof he was able

to produce in support of this charge is the testimony of Vrooman, who says that though the Ingalls *started* their party from San Francisco, early as May twenty-sixth, they did not even reach the ground until *June eighth*, and *nowhere* states when the work *actually commenced*.

As to the time when work in the field commenced in 1872, there is no testimony *directly* upon this point.

Vrooman speaks of being upon the ground about the middle of July, 1872, and that is all the testimony on that point.

(See Vrooman's statement on bottom of page 8, printed answer.)

The proofs then, *clearly* and *unquestionably*, do not show that any work was done *prior* to June 8th, 1871, (two days after the appropriation became available) nor prior to middle of July, 1872, so that part of the Hon. Commissioner's IXth charge which alleges that the "execution of the work commenced prior to the time that the appropriation became available" is not only *not proven* but is *directly disproved*.

As to that part of charge IX. that alleges that the work was commenced *prior* to the complete execution of the contracts, we say, that it is *admitted* that in some *instances* this was the case.

We say "complete" execution, since the contract was *signed* by the deputy *before* he went into the field, and that all that remained to be done was the insertion of the particular township to be surveyed, the general locality being agreed upon. In many cases this appears to be the only practical method.

We instance the case of the Sierra Valley. At the time of letting the contract there were no lines run within FIFTY MILES OF THE VALLEY. This was a thickly settled valley, and the surrounding country was a wilderness, and it was UTTERLY IMPOSSIBLE to locate the contract in the valley, without surveying a line of some SIXTY MILES over the Sierra Nevada Mountains, and to have required the deputy to re-run this extension line in order that it might be truly brought within the time included between the dates of this contract, would seem to be a sticking to the mere letter of the law in total disregard of the dictates of common sense.

In cases of this kind the contracts must be signed without filling in the numbers of the townships, or the deputy must leave his party in the field, and travel, by such conveyances as can be procured, some TWO OR THREE HUNDRED MILES, and return to find the season too far advanced to complete his contract that season, all of which could have been obviated by permitting the deputy to sign his contracts previously to leaving for his work. It is permitted Surveyors General to sign documents in blank by special instructions of the Department, and there is certainly as much law for one as for the other, at least there would seem to be as good a reason for doing so.

California, with respect to surveys, is differently situated from almost all the other states in the Union. She has high mountains and deserts with fertile valleys interspersed, and great care is requisite in the location of contracts that they may not fall in unsurveyable localities, either where the land is totally *worthless*, or where surveys are not required for the immediate wants of the settlers; this is particularly the nature of the country in the vicinity of Honey Lake Valley, where contracts were let to J. M. Ingalls and others in 1871, where preliminary surveys were, in some cases, absolutely necessary, in order that lands

might not be embraced in the contracts, totally worthless for agricultural, or any other purposes whatever. Were the rule inflexible, that the Deputy must not make any preliminary surveys, contracts would have to be given hap-hazard, and after spending a month or so, the deputy would find his contract perhaps, not within twenty miles of the lands intended to be surveyed.

He would then have to have the contract cancelled, and try again at random hoping for better luck next time, and, in the mean time the season would be passed and the surveyor made bankrupt—perhaps would be unable to perform the contract the coming spring, when all this could have been remedied by the exercise of a little discretion, without any injury to the public service, other perhaps, than cutting a little unnecessary red tape.

In the case of J. M. Ingalls' contracts in 1871, it took three weeks time for his party to reach the work, and it was necessary for him to select his Townships in advance, in order to exclude worthless lands, and he only run the lines necessary to do so. Had he not located his contract, he would, in all probability, have accomplished little in the way of surveys that season, unless he had done as charged: "Run his lines without any reference to the character of the country," *which, had he actually done*, there would have been no need of preliminary lines.

Again, under the administration of General Beale, instructions were given him to survey on the line of the proposed route of the Pacific Rail Road in Nevada.

The deputy, after completing the survey of all the lands supposed good at that time near the Truckee River, was directed to extend his surveys up into the "Humboldt River Country," as it was known there were good lands near said river that should be surveyed, though no one knew within fifty miles what Townships would include said lands, and it became absolutely necessary to run preliminary lines in advance, in order that *worthless lands might* not be embraced. In this case lines were extended about one hundred miles, across two deserts—one twenty miles in length, the other thirty, to reach surveyable lands.

To locate the surveys it was absolutely necessary to run this line in advance before a contract could have been made, and to have again required the deputy to run the line would seem to be a puerile attempt to live up to the mere letter, in this case, of an impracticable law, if such be the law.

The selection of the lands is ultimately left in the hands of the deputies, as they are held responsible for surveying worthless lands, and there is generally more safety in allowing them to select in advance than there is in requiring the enforcement of the strict letter of the law, as it would be easier for them, in most cases, to survey the land included in their contracts without regard to their character, than to lose time by seeking to have them changed.

The best lands are those easiest surveyed, and as the interests of the Government and Deputy are identical in that respect, there is no danger of the Deputy abusing his trust if allowed a reasonable degree of latitude in the execution of his work, and as they always can make reasonable progress on lands that are worth surveying, there is no danger whatever of their leaving such unsurveyed, and it would seem contrary to sound policy to enforce the rigid observance of any instructions that might tempt them to do wrong, by making it more profitable to survey worthless lands because included in their contracts, than to seek others in their stead.

The contracts in question in *this* case were executed by the Deputy Surveyors, and they did their work under the contracts so executed, and they also each gave bonds for the faithful performance of the contract and their sureties, whose signatures and justification were attached after the work had been filled in and the contract thereby completed, are all estopped from denying the due and complete execution thereof, and are, in all things, concluded and bound thereby. The contracts were presented to the Surveyor General by his clerk, F. L. Palmer, and they, being all right upon their face, and the sureties being found satisfactory, he approved the same, and thus the entire instrument became complete and binding upon all parties.

But it is alleged in Charge X. that the work in the field is notoriously imperfect, and not in accordance with law and instructions, etc.

The only testimony adduced in support of this charge is that of Vrooman and Fairchild, found at pages 6 to 15 of printed answer, and the testimony is *confined exclusively* to the surveys made by John M. Ingalls.

The statements of Vrooman and Fairchild were made in April, 1873, but there is not a scintilla of evidence that the Surveyor General ever had any information, or *any notice whatever* of any faithlessness on the part of these deputies in the performance of their work, and it is nowhere intimated in the case, and we believe it is not even contended, by the Hon. Commissioner, that Mr. Hardenbergh was *even put on inquiry*, until the affidavits above mentioned were read to him in Washington at the time this investigation was instituted.

Mr. Hardenbergh, in his statement (p. 137, of printed answers,) says: "Soon after my appointment to office, I directed the then book-keeper to furnish me a list of surveyors who had been employed by my predecessors. This list I submitted to J. H. Wilde, Chief Draughtsman, with the request that he would pass upon their qualifications, fitness, standing, etc., as surveyors. He did so, and returned me the list with his check thus, "S," and with the mark "O" opposite those who were in bad repute before the office.

The original list so certified by Mr. Wilde I annex hereto, and mark the same Ex. "D."

By referring to this Ex. "D" we find that J. M. Ingalls and W. F. Ingalls are marked as possessing the qualifications indicated.

It must be admitted that, as the Surveyor General found the Ingalls not only listed among those employed by his predecessors, but also of those certified to by the chief draughtsman of the office, he had EVERY REASON to believe them PROPER PERSONS FOR FURTHER EMPLOYMENT, and, therefore, is not open to any charge of want of proper caution in giving them contracts.

That there was nothing in the field-notes of these parties returned to the office, that indicated any ERRORS in surveying, or negligence, or unfaithfulness in the performance of the work, is evident from the statement of Mr. Wilde, who testifies that their field-notes "appear correct on their face. Not as many corrections are required after their field-notes are returned to the office, as is frequently the case with deputies whose work has never been called in question." (See p. 6, Wilde's affidavit of 27th June, 1873.)

Mr. Hardenbergh, therefore, very properly in his sworn statement, says, referring to Vrooman and Fairchild's statements, (the only ones charging errors in field work,) "I know nothing whatever of the statements made therein."

To fasten *any wrong* in this matter upon the Surveyor General, it must be shown that he *had notice*, in some form, of the *improper manner in which it is alleged Ingalls did his work*.

If he acted with due caution in appointing Ingalls, and had no information of their wrongful acts, he is exonerated, and the Government must look to the bonds of the parties that the Government has taken for its protection.

The Surveyor General says, he always *looked well to the character and responsibility* of the sureties, and there is no complaint that the sureties, in these cases, are not *perfectly good and responsible men*.

But, with all due respect to the Hon. Commissioner, we must beg leave to differ in respect to the *weight and effect* of the testimony in regard to the work done by the Ingalls (for this is the only work complained of).

Mr. Vrooman and Fairchild we have seen are the only witnesses against the work.

Let us examine the testimony :

John M Ingalls testifies that he employed Mr. Vrooman in 1871 ; gave him the Manual of Instructions to study during his journey to the field (see p. 84 of printed answer) ; and that he was finally discharged because he could *not agree with the rest of the surveying party* ; he signed all of the necessary oaths (which he admits, but says that he signed them in blank). Signing these oaths in blank, knowing that great frauds were being committed, as he alleges, shows the *total unreliability* of the man, and at how cheap a rate he can be seduced to perpetuate falsehood and frauds.

Only \$75 per month in the year 1871! (see p. 6, printed answer). Notwithstanding the general incorrectness of the work he assisted to do in 1871, and the alleged gross frauds, of which he says he was cognizant, and in which he participated, yet, in the year 1872, he again sells himself at the rate of \$85 per month, to commit even greater frauds than those of 1871!!!

In support of the correctness of the work in 1871, Ingalls produces the affidavit of Charles Whipple (p. 97, printed answer), who acted as axman with Vrooman, and during the execution of the whole contract.

Also, the affidavit of W. H. Wright (p. 94, printed answer), who acted as compassman after Vrooman left ; also, the affidavit of John McCann (p. 153, printed answer), who acted as chainman throughout the whole survey. These all testify to the correct manner in which the work was done, and also express themselves freely, with respect to Vrooman's *unreliability*, and regard the *motives* which prompted him in his attack upon Ingalls' work.

W. C. Wright also testified (p. 104, printed answer) as to the correctness of Ingalls' work.

McCann states that Ingalls often spent whole days in *reviewing and verifying the work* of the parties on the ground (p. 153, printed answer).

All of these deponents are men of standing in their respective communities, and no attempts have been made to *impeach their testimony*.

To show the correctness of the work in the field in 1872, Ingalls produces the affidavit of J. J. Underhill (County Surveyor of Yolo county), who understands the Government system of surveys, and retraced several lines on three different townships (p. 153, printed answer).

Salmon Brown, an experienced Surveyor, also testifies to the correctness of Ingalls' work in 1872 (p. 90, printed answer).

Also, the affidavit of Michael Hopkins, who testifies to the accuracy of the work, and the *unreliability* of *Voorman* (p. 96 of printed answer).

The affidavit of Charles Williams, axman, and George Friend, show that the work was correctly done; Williams had seen the affidavits of the compassmen, and says that the work could not have been done as they represent without his knowledge.

Fairchild was recommended as a *surveyor* to Ingalls; says in his affidavit that he is a surveyor, (p. 13, printed answer); told Ingalls he understood the system of Government surveys (p. 86, printed answer), and had been intrusted by other deputy surveyors to do field work. Fairchild says (p. 14, printed answer) that his oath is attached to T. 1, N. R. 5, E, which *is not the case*, as the records show; says the manual was not furnished; (p. 14, printed answer); (why, if he was anxious to do his work in accordance, did he not ask for it?) Fairchild also says (p. 15, printed answer) that the inaccuracy of the work was a subject of frequent conversation in the camp. Hopkins (p. 96, printed answer) says, and the other assistants say: "They never heard Fairchild say anything against said Ingalls or his work," but, on the contrary, have heard him speak well of it. Notwithstanding Fairchild asserts that he assisted in committing great frauds, he applied next year for the situation of compassman, (Ingalls, p. 86, printed answer) which is confirmed by Hopkins (p. 96, printed answer), and by Gilchrist (p. 92, printed answer), also by E. H. Dyer, (p. 72, printed answer).

Fairchild also tells E. H. Dyer, in substance, that he knows nothing against Ingalls' work, and that Vrooman *tried to induce him, Fairchild, to go with him to Chapman's office and make an affidavit that Ingalls did not make his surveys in a proper manner, etc., etc.*, (p. 72, printed answer)—that the topography of the country is such that it will not be settled for many years, if ever; (pp. 14 and 15, printed answer)—that he found *but* two families residing permanently within the whole of the district he assisted to survey (p. 14, printed answer).

Guptill (p. 88, printed answer) says the land is for the most part well *adapted to grazing*, also contains *fertile valleys, mostly*, if not all, *claimed by actual settlers*, used for grazing and agricultural purposes; that the assessed value in 1871 was over *one hundred thousand dollars*, lands and possessory rights being assessed at *nominal value*, and that there were residing on the lands surveyed by Ingalls over seventy-five registered voters (p. 89, printed answer). De Haven says the country is nearly all *settled and claimed* (p. 80, printed answer). Salmon Brown says (p. 90, printed answer) the land surveyed by Ingalls are *occupied by settlers, etc., etc.*

S. Look says (p. 98, printed answer) the land surveyed by Ingalls in 1872 is good land, etc.; the townships are all *settled up*; he knows of *four stores*, all doing a good business in 1872; thinks there are from 100 to 150 voters; is a merchant; all of which is corroborated by other affidavits.

(Fairchild says (p. 14, printed answer) there are but two families permanently located on all the townships surveyed by him.)

See list of white families and number of schools sustained mentioned in affidavits not in pamphlet.

Fairchild says he is represented as surveying in T. 1, N., R. 5, E. The records show that he is *not* so represented. (See notes on file.) Vrooman represents

that he surveyed in T. 2, S., R. 3, E; in this township he surveyed but two miles, the township being completed after Fairchild came; says he surveyed in T. 1. S., R. 5, E; this township is returned *fractional*, and a part was run over again by Fairchild and Ingalls, and Vrooman did *so little* on these townships that his oath was not attached.

Vrooman says he was directed to survey a township in *one week*.

Fairchild says that it generally took *eight days*.

Special Agent Robinson was mistaken in saying that he invited the Ingalls to explain in writing under oath the reason of there being no dates in the original pencilled field-notes furnished Mr. Robinson. Mr. R. told the Ingalls *he did not know* whether he should use them or not, and he never informed Mr. Ingalls whether he should use them. And unless they were used in the case Mr. Ingalls would have no occasion to explain. These notes were the private property of Mr. Ingalls, over which the Land Office had no control whatever, and it was only through courtesy to Mr. Robinson that he was allowed to take these notes, and also that he might not be able to say that there was any attempt at concealment. These dates are usually kept by the Ingalls on the township diagrams, for convenience only, and are afterwards inserted in the notes after they have been copied, as this is a matter over which the deputy has full control, and these field-notes are not official, but are merely private notes belonging to the deputy. Had Mr. Robinson pursued his investigation further, he would in all probability have found dates in pencil also erased from these township plats on file, in every case where they, these plats, had not been copied after the dates were inserted.

The Commissioner lays (p. 64, Commissioner's argument) great stress upon the fact that the notes *furnished by Vrooman* agree so nearly with the official notes in the office, and thence concludes that they are the original notes without doubt. Could they not have been easily manufactured from the original, and was there any difficulty in making them agree with the original notes before him, so far as *suited his purpose*?

The Commissioner in commenting on Ingalls' allegations in reference to the pencilled note, "that he gave no such instructions as contained in said note; that he gave instructions to give a description of the country in advance as far as possible, in order that he might represent to the office the reason for throwing off the remainder of the township not surveyed," says in parenthesis, that the manufactured notes, however, show that all the lines were run, when the notes in the Land Office show that he did throw off a part of one of the very townships that Vrooman said he assisted to survey, and, on referring to the plats and the notes on file in the Land Office, shows that other townships were made fractional, on account of the character of the country, both in the year 1871 and 1872, for instance townships surveyed by the Ingalls in 1872, as follows:

Township 1 North, Range 3 East.	Township 1 South, Range 5 East.
Township 4 North, Range 3 East.	Township 1 South, Range 4 East.
Township 3 North, Range 5 East.	Township 2 South, Range 5 East.
Township 5 North, Range 4 East.	Township 3 South, Range 6 East.
Township 5 North, Range 3 East.	Humboldt meridian. <i>Nine in all.</i>

The Hon. Commissioner says several affidavits are made by parties who claim to have *retraced* the lines and found the work well done, and that most of these

affidavits relate to work *done in 1871*, while *all of these affidavits except one* relate to work done in 1872.

Underhill says he retraced lines in three townships, and specifies one particular line (p. 153, appendix to printed answer). S. Brown says (p. 90, printed answer) that he was in company with the party several days while making the surveys, and that he since had occasion to retrace the lines for *many miles*, and found no difficulty whatever in finding the stakes and corners, and he *knows of his own knowledge* that the survey made by Ingalls *was in a correct and proper manner*.

W. F. Ingalls' conversation with Vrooman (p. 82, printed answer) in reference to the work of 1872, the Hon. Commissioner construes to refer to work of 1871, and says it does not amount to anything.

Also, E. Dyer's affidavit (p. 75, printed answer), relates his conversation with Vrooman in 1872.

W. S. Chapman says he repeatedly tried to retrace lines of Dyer and Ingalls' surveys and found them inaccurately done, and C. W. Chapman is not a surveyor and his testimony cannot be taken as an expert; besides this, Chapman, in his statement, refers to work done by Ingalls and Dyer *before Hardenbergh came into office*, and so *states in his affidavit*, yet the Hon. Commissioner cites *this statement to prove that the work of 1871 and 1872 was not properly done!!!*

The Commissioner (p. 60, Commissioner's argument) says Ingalls admitted to Special Agent Robinson that he signed contracts in blank before leaving for the field, and afterwards sent a list of townships, that he wished inserted, to the office. Ingalls did not admit to the agent that he sent a list of the townships he wished inserted to the office; as the facts were, he sent the list to his agent, with whom the blank contracts were intrusted, and it does not appear in evidence that *Mr. Hardenbergh was cognizant of any irregularity* in the matter, even when the contracts properly filled out were presented to him by the clerk for his signature.

J. M. Ingalls, in his first interview with the Special Agent Robinson, said that he supposed it would be necessary to go into the field; the Special Agent said that he did not think it necessary, and expressed the opinion that Ingalls could reply with counter affidavits to impeach the testimony of the witnesses against him; the Special Agent intimated it was not his duty to advise as to the course to be pursued, but, as he expressed himself to be pressed for time, and that anything that could be done to expedite matters would be considered as a favor, Ingalls inferred that the course adopted by him would be the most satisfactory.

In the printed preliminary oaths which Ingalls used in his surveys, assistants are sworn to do their duty without regard to any particular township, and therefore the oaths could not be said to have been signed in blank.

Fairchild (p. 14, printed answer) admits to have signed preliminary oaths before J. M. Ingalls. The field notes in the Surveyor General's Office show that both Vrooman and Fairchild signed the preliminary oaths.

In relation to the testimony of *surveyors* showing that Ingalls' work in 1872 was well and correctly executed, the Hon. Commissioner says it has "*little or no weight*" as evidence, as it is *not probable they would attempt to retrace lines in mountainous and impracticable regions*, where the testimony of Vrooman and Fairchild shows the lines were not run, while a multitude of affidavits of reliable persons recited above show that all of these townships are settled and occupied.

The Hon. Commissioner, in reviewing the testimony respecting these surveys, remarks that the testimony adduced by Ingalls in support of their correctness, showing that experienced practical surveyors, and other competent men, had been upon the ground subsequent to the surveys, and retraced his lines and found the same with the corners properly marked, "is of little weight," and yet, in the very next sentence cites the statement of Mr. Chapman that he had tried to trace lines run by Dyer and Ingalls prior to Mr. Hardenbergh's coming into office, to prove that the work done by Ingalls, after Hardenbergh took office, *is incorrect*. And Chapman is not a surveyor, and does not pretend that he ever saw this work.

Is this fair ?

Shall the character of honest men be placed in jeopardy by the statements of men like Vrooman and Fairchild? who hold their consciences for barter, and who, to enhance their own interests, publish *without shame their own frauds* ?

It is charged against the Surveyor General that he has used the appropriations for public surveys in California in causing to be surveyed uninhabited regions to the neglect of more thickly settled localities.

(See Charge VIII.)

By referring to the Hon. Commissioner's summary of evidence under this charge, it will be seen that the fact that the country where the Surveyor General caused his surveys to be made, consisted of *desirable pasture* and *agricultural* lands, and most of it *thickly* settled ; and where not actually settled, was being *sought after* by those wishing to make settlements, as shown by the *many* affidavits and letters referred to, and the applications of the Register and Receiver of the local land office themselves, urged thereto by the settlers, and those wishing to take them up.

We say *this fact* was established by such *overwhelming* evidence that the Hon. Commissioner finds himself *compelled* to admit it, which he does, though apparently *grudgingly*, and in the following language, to wit : " So far as this charge is concerned, I think that while *it is shown that there was a demand for surveys in Northern California, and that Mr. Hardenbergh would have been justified in expending a reasonable share* of the appropriation in that locality, it is as clearly shown that he was *not justified* in expending the major portion of the appropriation there ;" and then proceeds to say where Mr. Hardenbergh *should have* expended it.

As we remember this matter, and we believe we have the correct understanding of it, the General Government entrusts to the Surveyor Generals of the different States, from year to year, certain sums of money to be expended in surveying the public domain. The *particular* localities where the money is to be expended is left to the discretion of the Surveyors General, who are, however, subject to the general supervision of the General Land Office at Washington.

If the General Land Office gives no instructions on the subject, the *discretion* of the Surveyor Generals is conclusive.

In this case there is no charge that Hardenbergh *disobeyed*, or ever *disregarded* the instructions of the General Land Office in this regard, nor is there any evidence in the case that that office ever gave *any directions* whatever in the premises.

The most that the Hon. Commissioner is able to make out of Hardenbergh's action is, that he, Hardenbergh, was called upon to exercise his judgment as to where the appropriation for surveys should be expended; that he *did* exercise such judgment, and *did* expend the appropriation where it was needed, but, in the *opinion of the Hon. Commissioner* (founded on statements of a few *interested parties*, such as W. S. Chapman, Fairchild, and Moore) he might *very properly* have expended a portion of the appropriation in other localities.

The Hon. Commissioner, after admitting that the appropriation was expended for the *benefit of the settlers*, attempts to make a point against the Surveyor General, because, under the law, settlers in districts where the appropriation was not used, saw fit, in order to advance their claims before the Government, to make deposits, as the law gave them the right to do, when they desired to prove up their claims in advance of the public surveys under appropriation.

The fling at Mr. Hardenbergh's expressed anxiety to accommodate the settlers, is, we think, *ungenerous* and *unworthy* the Hon. Commissioner. For, in any view, *some settlers* must, under the circumstances, have suffered inconvenience and perhaps disappointment.

But what strikes us as exceedingly strange in this matter, is, that the Hon. Commissioner, after having been compelled, as we have shown, to acquit Mr. Hardenbergh of the charge as made, turns upon the Surveyor General and, in effect, says: "It is true, you, Mr. Hardenbergh, have proved this charge groundless. but then, I think you have some favorite deputies; and then, too, you have not furnished the local land office with maps with sufficient promptness, therefore I will find you guilty anyhow"!!!

No comment is necessary.

CHARGE VII.—The Surveyor General is accused of withholding triplicate plats of township surveys *for months* and sometimes *for years*, thereby preventing any disposition of lands, and compelling parties to pay exorbitant fees, etc.

In support of this charge the Hon. Commissioner cites as the only evidence,

1st. The statement of W. F. Ingalls.

2d. The statement of J. M. Sprague. And

3d. The statement of Robinson of what appears from the records of the Surveyor General's office.

1st. By referring to Mr. Ingalls' statement on this point—which is found near bottom of page 18, printed answer—it will be seen that the witness refers to the triplicate maps of the surveys in the Northeast part of the State, which was made in 1871 and 1872. And he says that, *until recently*, a majority of these triplicate maps were not filed, and he believes it is the case at the present time.

Mr. Ingalls shows no qualification to make this statement. It does not appear that he ever examined the records of the local office, or made any inquiries of any person *qualified* to give him the information. The local land office is the proper place to apply for this information.

2d. The statement of Mr. Sprague shows that the township he refers to was surveyed in 1866, and that from that time to his application to Mr. Hardenbergh on the 5th of April, 1873, the plats of the land *were suspended* by order of the Surveyor General. Surely this was *no fault of Mr. Hardenbergh*, since he *did not come into office until February, 1871*, some five years after the plats had been suspended by *some one of his predecessors*.

By reason of matters stated in the following and annexed affidavit, this Sprague matter was not explained by counter affidavits; Mr. Hardenbergh's affidavit is therefore inserted here :

STATE OF CALIFORNIA, }
City and County of San Francisco. } ss :

J. R. Hardenbergh, being first duly sworn, says, referring to the affidavit of John M. Sprague, made on the 14th day of June, 1873, that said Sprague called at the office of deponent, as stated in his affidavit. That deponent referred the matter to Messrs. Wildes and Bielowski, draughtsmen in the office, who reported that the lands mentioned in said affidavit were suspended, and had been for years, by reason of their bounding upon the Rancho Arroyo de la Laguna, the survey of which had never been perfected, and is not to this day—the claimants contesting the same. But, that one of the boundaries of said rancho was fixed by a laguna, and this line was not disputed, and that by platting so much of the inchoate survey of said rancho, as bounded upon Sprague's claim, his, Sprague's, land could be released from suspension, but that for the platting required in such a case there was no appropriation by the Government, and the expense thereof, which would be (\$30) thirty dollars, would have to be borne by the applicant.

That if the applicant would wait until the Government finally settled the survey of said rancho, the expense of platting would be borne by the Government. Mr. Sprague decided to have the plats made at his own expense, and the draughtsman did the work out of office, being paid the sum of thirty dollars therefor.

Not a dollar of it was ever received by deponent.

To Special Agent M. B. Robinson deponent explained this whole Sprague matter, and was informed by Mr. Robinson that the explanation was entirely satisfactory, and for this reason no answer to said Sprague affidavit was made.

J. R. HARDENBERGH.

Subscribed and sworn to before me this 22d day of October, A.D. 1873.

J. A. ROBINSON,

U. S. Commissioner.

3d. Mr. Robinson (Special Agent) has reported to the Hon. Commissioner that there are, as appears from the records of the office, triplicate plats of "several hundred" townships that have not been returned to the local land office, and that of the surveys some were made in 1856 and 1857, but about one hundred of the townships were surveyed during the last fiscal year.

It will be observed that *several hundred* is a very *indefinite* term. It may embrace only two hundred, or it may embrace a thousand, who knows?

Then, for aught that appears, the most, or all, of these plats may have been *suspended*, as in the case of Mr. Sprague, and *may may still be suspended*.

Yet, the Hon. Commissioner, without further inquiry, but upon these *three indefinite and loose statements*, not only charges (for it will be observed this is a *new charge* originated since Special Agent Robinson's appointment, and made by the Commissioner) the Surveyor General with *improperly keeping back plats for months and even years*, but actually adjudges him guilty; and guilty not only of having improperly kept back the plats, but of having kept them back for a corrupt and fraudulent purpose.

We annex as a complete answer to the charges of having kept back the plats, the statement of Mr. Wilde, who has been chief draughtsman in the office since Mr. Hardenbergh's term commenced, and for many years prior thereto employed in the office in a similar capacity :

U. S. SURVEYOR GENERAL'S OFFICE, }
 San Francisco, October 10th, 1873. }

Hon. J. R. HARDENBERGH,

U. S. Surveyor General.

SIR:—I herewith present the statement as requested by you on the 8th inst.

Since the date of your coming into office, February 17th, 1871, there have been made the following number of maps and amendments of the subdivisinal surveys of public work:

Original maps and amendments.....	517
Department copies.....	495
Register copies.....	477

At the time you came into office, there were behind of the Mount Diablo Meridian for the Registers, 44 maps. Of this number 25 were behind before my connection with this office, Mr. Bielowski, the former chief draughtsman, informing me that the surveys thereof were in an unsettled desert country, and calling for no attention to the exclusion of those supposed to be under settlement. The maps now behind for the Registers, of the Mount Diablo Meridian, are 52, comprising, with the exception of the 25 specified, the surveys of the past year; and which are being completed as fast as possible.

Of the San Bernardino Meridian there are, according to the record, 317 maps not sent to the Register's, nearly all of which were surveyed and the maps sent to the Department long before my coming into this office.

Many of those townships are affected by unsettled Spanish grants, and remain suspended in this office, and many of them are in a desert country, and, finally, I have no means at this day of telling whether my record of these surveys, made previous to 1860, is correct, for this reason, viz: that it was copied from the former records of the office, and during Mr. Day's administration he caused Register maps to be made by parties employed by him, the record of which he omitted giving me, though, doubtless, unintentionally. I cannot, therefore, give a complete record until furnished with a list of the maps by the several Registers.

The force of the office has never been, since I have been connected with it, sufficient "to catch up" with the back work, and at the same time keep up with the surveys in process of completion; with the exception of the three regular draughtsmen of the office, including myself, the whole draughting force of the office is employed upon the maps of mining surveys. Mr. Fialie, now sick being an exception, and Mr. Kaufman—they, whenever the mining returns slack at all, being employed upon the maps of public work or department orders. No additional force is put upon the public work in consequence of larger appropriations, the regular force of draughtsmen remaining the same as in former years, and is not, when it is considered that my own duties are many and varied, sufficient to carry on the work of mapping the current public surveys, and at the same time keep up with the back work; and in this connection I beg leave to say, that if the same salutary regulations lately issued by the Hon. Commissioner, regarding the examination of applicants for contracts as surveyors of the public lands, be applied to candidates for mineral survey appointments, this office would suffer no unmerited reproach from claimants as to the delay in perfecting their claims, the delays in most cases being referable to the incompetency of the mining deputies, whose knowledge of the vernacular should at least be sufficient for a proper understanding of their field-notes; repeatedly field-notes are sent to me for platting, which, being examined and found incorrect, are sent back again and again for correction, and this remark may be made with equal truth respecting the returns of many surveyors of the public lands. I deem it my duty to say that if only such men apply who, upon examination, are found to execute properly the duties confided to them in the surveys of mining claims, the business of this office will become so lightened that claimants will have no reason to complain of any delay in perfecting their business.

I am, yours respectfully,

J. H. WILDES,
 Chief Draughtsman.

And here we dismiss said Charge No. VII., and turn our attention to Charge No. XI. :—

That the Surveyor General and his chief clerk advance on the docket and take up cases out of their order, and this, *for a fee*, paid by the parties in interest.

By reference to the statement made, including those cited by the Hon. Commissioner, it will be seen that this charge is confined to "mining surveys" alone. It also appears that since Mr. Hardenbergh came into office there had been rising four hundred of this class of surveys, and that out of the whole number there have been only some *twenty* that have been taken up out of their order. That they are not taken up out of their order excepting under peculiar circumstances, and when so taken up, the work on them is done out of office hours.

The circumstance, which, to the Surveyor General, has *seemed sufficient* to warrant the taking of a case out of its order has been the following :

When a public officer of the Government has been an applicant, and has made it appear that his duties, as such officer, would be interfered with, or his services to the Government impaired by delay ; when a person residing at great distance is an applicant, and he would be put to great *loss of time and unusual expense* in coming again to San Francisco. Also, when a person is an applicant, and has made it appear that a sale of the mining interest is liable to be *defeated*, by reason of delay, and great pecuniary loss would arise by reason of such delay. It is believed that in *every instance*, where a case has been taken up out of its order, some one of these peculiar circumstances has existed. But in no instance has such disposition of a case delayed the completion of any other case upon the calendar, since the work upon such cases, so advanced, has been done out of regular office hours, and in *no* instance has ever a complaint been made, to this office, that any mining survey or plat has been delayed.

But the *gravamen* of this charge appears to be, that a "fee" has been charged for the work so done out of office hours.

It is true the Hon. Commissioner terms this fee a "bribe," but that is only his *mild* way of putting the case. For, by reference to the testimony, it will be seen that the fee has been charged *not* for advancing the case *out* of its order, but for the extra *trouble* taken, and *labor* performed, by the officers out of office hours.

(See on this point the statement of Mr. J. A. Robinson, and also that of Mr. Hardenbergh.)

By this alleged *greivous* (?) and criminal (?) practice, the interests of the citizens whose claims have been advanced, have been subserved, and no individual interest, or work delayed, and surely the Government has sustained no loss for the expenses of the entire work, on these advanced claims, had been estimated as required by law, and the amount, so estimated, deposited with the Government, which amount still remains in the treasury, the payment of the work done out of office hours in no way being a draft upon the deposit.

In a word, the money deposited, which would have gone to pay the draughtsmen, if the work had been done in its regular order by the office, is saved to the Government.

CHARGE No. XII.—In regard to the taking of fees by the Surveyor General.

The Hon. Commissioner appears to treat this as the gravest of all his

charges, and he has taking the pains of citing pages of testimony to show that the Surveyor General has *regularly*, since his entrance into office, charged and collected fees for sundry work done by himself and his subordinates.

That Mr. Hardenbergh has systematically charged and collected such fees, he has *from the first freely* admitted. Nay, more, the books of the office show regular entries of such charges, and it has never occurred to him to disavow the practice. Why the Hon. Commissioner should have wasted so much time and paper in citing the statement of witnesses, we cannot understand. When one confesses to the charge, why more words about the matter?

But while Mr. Hardenbergh admits the general charge of taxing and collecting fees as above stated, it is proper to say, that he does not admit that the fees charged were "exorbitant" nor that the collection of such fees has been an "extortion." Nor does he admit that he has charged for work done in *office hours* when the clerks were under pay from the Government. That the charges for work done has not been exorbitant. See testimony of Mr. Wilde on this point.

That they were not "extortionate," is shown by the testimony of all the witnesses that it was done at request of parties in interest, and that the Government has not provided for the doing of such work, and the charges were reasonable for the work done.

The real question is, had Mr. Hardenbergh a *right* to charge and collect the fees? Mr. Hardenbergh contends that he had such *right*; and when asked for his authority, replies very naturally—"When I entered the office I learned that it was the custom of the officer to collect such fees. I learned this from my immediate predecessor, Mr. Day; and from the clerks in the office; and, further, from the records of the office, which were duly transferred to me. These books show REGULAR ENTRIES of "Surveyor General's fees." The charge of fees in this *office* has been as notorious as any public fact in San Francisco, and the *right to charge and collect* such fees has *never* been brought into question.

We insert copies of accounts kept by Mr. Hardenbergh's predecessors with sundry Spanish ranchos, and give them as specimens of accounts kept by them as now in the office.

LOMAS DE SANTIAGO.

1866.			1866.
Sept. 28. To amount paid:			Sept. 8. By amt. deposit.....\$140 00
Clerk hire.....	\$80 00		
Surveyor-Gen'l's fees..	40 00		
Advertising.....	20 00		
	<u>\$140 00</u>		<u>\$140 00</u>

RIO DE SANTA CLARA.

1867.			1867.
To amount paid:			Sept. 15. By amount deposit.....\$149 00
Clerk hire.....	\$105 00		
Surveyor-Gen'l's fees..	20 00		
Advertising.....	24 00		
	<u>\$149 00</u>		<u>\$149 00</u>

LAGUINA DE MERCED.

1866.		1866.	
May 15.	To amount paid:	April 5.	By amount deposit.....\$257 50
	A. W. Von Schmidt,		
	8½ miles b'nd'y lines.\$127 50		
	Closure pub. work... 30 00		
	Clerk hire, plats, ex-		
	amination, &c..... 100 00		
	<u>257 50</u>		<u>257 50</u>

ISLAND AT THE PORT OF SAN DIEGO.

1867.		1867.	
	To amount paid:	May 18.	By amount deposit.....\$570 00
	H. Hancock, D. S....\$375 00		
	Descriptive notes..... 60 00		
	O. Plat..... 60 00		
	Surveyor-Gen'l's fees. 25 00		
	Advertising..... 20 00		
June 5, 1868.	W. Plat..... 30 00		
	<u>570 00</u>		<u>570 00</u>

AGUA PUERCA AND LAS TRANCAS.

1866.		1866.	
April 11.	To amount paid:	Nov. —.	By amount deposit,....\$373 00
	G. H. Thompson, on		
	D. S.,.....\$225 00		
	Clerk hire..... 104 00		
	Survey'r General's fees, 20 00		
	Advertising, 24 00		
	<u>373 00</u>		<u>373 00</u>

SIENEGA DEL GABILAN.

1866.		1865.	
Jan. 20.	To amount paid:	Oct. 11.	By deposit in District
	For plat..... \$7 00		Court,.....\$500 00
	G. H. Thompson, D.S. 282 00		
	Clerk hire..... 133 00		
	J. C. Wheeler..... 25 00		
	Advertising..... 13 00		
	Survey'r General's fees, 40 00		
	<u>500 00</u>		<u>500 00</u>

CANADA DEL HAMBRE AND LAS BOLSAS DEL HAMBRE.

1866.		1866.	
Oct. 20.	To amount paid:	Oct. 9.	By amount deposit.....\$210 00
	Clerk hire.....\$180 00		
	Survey'r General's fees, 30 00		
	<u>210 00</u>		<u>210 00</u>

PUEBLO LANDS OF SAN JOSE.

1866.		1866.	
Sept. 7.	To amount paid:	Aug. 20.	By amount deposit.....\$700 00
	Clerk hire.....\$550 00		
	Survey'r General's fees, 75 50		
	Advertising..... 20 00		
	Report..... 55 00		
	<u>700 00</u>		<u>700 00</u>

NEAR MISSION SAN JUAN BAUTISTA.

1867.		1867.	
Jan. 30.	To amount paid:	Jan. 16.	By amount deposit.....\$365 00
	S. W. Smith		
	\$225 00		
Feb. 12.	Clerk hire		
	100 00		
	Surveyor-Gen'l's fees. 20 00		
	Advertising		
	20 00		
	<u>\$365 00</u>		<u>\$365 00</u>

SANTA MARGARITA AND LOS FLORES.

		1867.	
	To amount paid:	July 13.	By amount deposit....\$1,224 00
	Order M. Stobel, D. S.,		
	favor L. L. Robin-		
	son		
	\$900 00		
	Clerk hire		
	275 00		
	Surveyor-Gen'l's fees. 25 00		
	Advertising		
	24 00		
	<u>\$1,224 00</u>		<u>\$1,224 00</u>

LAS ANIMAS.

1867.		1867.	
Aug. 28.	To amount paid:	Aug. 14.	By amount deposit.....\$415 00
	E. H. Dyer, D. S.....		
	\$270 00		
	Clerk hire		
	95 00		
	Surveyor-Gen'l's fees. 20 00		
	Report, &c.....		
	30 00		
	<u>\$415 00</u>		<u>\$415 00</u>

CITY OF SONOMA.

1869.		1868.	
Jan. 3.	To amount paid:	July 29.	By amount deposit.....\$413 00
	J. H. W., O. Plat....		
	\$140 00		
	Advertising.....		
	20 00		
	W. Plat, Descriptive		
	notes, &c.....		
	90 00		
	<u>\$413 00</u>		<u>\$413 00</u>

TODOS, SANTOS Y SAN ANTO. (S. B. Cx.), CONSUMNES (Sac. Cx.)

1866.		1866.	
June 30.	To amount paid:	April 19.	By amount deposit.....\$405 00
	A. W. Von Schmidt,		
	for survey.....		
	\$171 50		
" 26.	Clerk hire		
	154 00		
	Survey'r General's fees, 25 00		
	Advertising		
	20 00		
	Report.....		
	34 50		
	<u>\$405 00</u>		<u>\$405 00</u>

J. NORIEGA and R. LIVERMORE. LAS POSITAS. SALVIO PACHECO.

1865.		1865.	
Nov. 11.	To clerk hire, reports, &c.	Sept. 11.	By deposit.....\$220 00
1868.	\$130 00		
May 13.	To clerk hire.....		
	50 00		
	Surveyor-Gen'l's fees..		
	20 00		
	Advertising.....		
	20 00		
	Search of papers, re-		
	ports, &c., R. C. H.		
	E. C.....		
	100 00		
	<u>\$320 00</u>		<u>\$320 00</u>

LAS PRIETOS.

E. J. PRINGLE.

	1867.	
To paid G. H. Thompson.	\$277 50	Feb. 18. By deposit.....\$770 00
O. Plat.....	200 00	
Surveyor General's fee	37 50	
Advertising.....	20 00	
Description notes, etc.		
Description notes....	85 00	
Report Surveyor Gen'l	50 00	
Balance for W. P.....	100 00	
	<u>\$770 00</u>	<u>\$770 00</u>

TEMESCAL.

FRANCISCO LOPEZ ET AL.

	1867.	
To paid G. R. Thompson.	\$600 00	Nov. 23. By deposit.....\$755 00
Surveyor Gen'l's fees.	15 00	
Clerk hire to August		
6th, 1863.....	100 00	
Advertising.....	20 00	
W. Plats.....	20 00	
	<u>\$755 00</u>	<u>\$755 00</u>

CITY LANDS OF MONTEREY.

	1868.	
Dec. 26. To advertising.....	\$20 00	Sept. 15. By D. R. Ashley.....\$300 00
Office work.....	280 00	
	<u>\$300 00</u>	<u>\$300 00</u>

	1864.	
Dec. 20. Transcript and Des. Notes	\$16 00	Dec. 4. By deposit.....\$16 00

W. J. JOHNSON ET AL.

PLEYTA.

ANTONIO CHARES.

	1868.	
May 8. To amount paid:		1868.
G. H. Thompson.....	\$509 10	March 30. By deposit.....\$770 00
Clerks' hire.....	90 00	
Surveyor Gen'l's fees.	20 00	
Advertising.....	20 00	
June 2, 1869. Swearing witnesses...	2 00	
May 3, 1870. Balance of account to		
Christy & Wise.....	41 45	
Original and Washing-		
ton plats, skeleton		
description notes,		
etc.....	87 45	
	<u>\$770 00</u>	<u>\$770 00</u>

CORRAL DE TIERRA.

G. FIGUERRA.

	1868.	
April 23. To O. Plat.....	\$30 00	March 16. By deposit..... 135 00
Clerks and maps under		L. J. Cahn..... 50 00
Upson.....	105 00	

SAN LORENZO.

R. SANCHEZ.

	1869.	
May --. To advertising.....	\$20 00	April --. By R. Sanchez..... \$20 00
Oct. 5. W. map.....	50 00	Sept. 29. Deposit.....100 00
Six skeleton maps....	18 00	
Transcript Des. notes		
and office work.....	32 00	
	<u>\$120 00</u>	<u>\$120 00</u>

MARIA J. OLEIERA DE COTA. SANTA ROSA. FRANCISCO COTA.

1869.		1868.		
May —.	To survey	\$450 00	July 15. By deposit.....	\$593 00
Jan. 25, 1870.	Wild's map	50 00		
March 9.	To Alta advertising	6 00		
Sept. 29.	Advertising	12 50		
Nov. 22.	Plat and skeletons.....	42 00		
" 28.	Descriptive notes.....	12 00		
	Office work.....	20 50		
		<hr/>		<hr/>
		\$593 00		\$593 00

OTAY, No. 2. JAUAL.

1869.		1869.		
March 12.	To certificate and decree district court.....	\$2 50	Dec. 18. By Jose Estudillo	\$350 00
June 16.	Kimball, repaid his deposit except \$10....	320 00	Deposit by Kimball ..	350 00
July 2.	To expenses in city	0 85		
Dec. 22.	Postage.....	0 15		
June 30, 1870.	Maps	30 00		
July 21.	To Pascoe, resurvey	20 00		
Oct. 1.	Paid Pascoe in full for survey	177 58		
Oct. 22.	Advertising.....	12 00		
Oct. 29.	Official and skeleton plats	37 00		
Nov. 16.	Advertising.....	10 00		
Jan. 28, 1871.	Descriptive notes and office work.....			

HENRY DALTON. AZUSA. LUIS ARENAS.

1868.		1863.		
Sept. 15.	To office work	\$255 20	August 10. By deposit.....	\$881 00
	Advertising.....	20 00	Jan. 13, 1869. By deposit	230 75
	Surveys.....	846 82		

LA CINEGAS. J. ABILA.

1869.		1869.		
May —.	To documents dist'ct court advertising.....	5 00 20 00	April 29. By deposit.....	\$20 00
July 18, 1870.	Copying.....	15 00	Nov. 21, 1870. By deposit.....	54 00
Nov. 21.	W. maps and skeleton Office work.....	21 00 13 00		
		<hr/>		<hr/>
		\$74 00		\$74 00

LA CARBONERA. Wm. BOCH.

1869.		1869.		
Sept. 24.	To advertising	\$20 00	Jan. 29. By C. McAlister.....	\$20 00
Oct. 20.	Sheldon, copying and arranging papers...	25 00	Oct. 13. Powder Co.....	50 00
	Day, for maps	10 00	Nov. 10, 1870. Powder Co.....	81 60
July 9, 1870.	Printing notices	3 00		
Sept. 7.	Wash. plat and skeleton	37 00		
Oct. 29.	Original plat.....	37 00		
Nov. 12.	Hopkins	10 00		
	Transcript and description	16 40		

LAS CAYOTES. ANDREAS PIES ET AL.

1869.		1869.		
March 3.	To survey	\$225 00	By Polhemus.....	\$349 00
	Office work	124 00		
		<hr/>		<hr/>
		\$349 00		\$349 00

NIGUEL.

1870.			1869.		
Jan. 11.	To L. B. Healy for survey	\$345 00	June 4.	By Rawson.....	\$550 00
1869.					
Nov. 22.	Wild's orig. Map.....	75 00			
1870.					
Feb. 4.	Los Angeles Rep. for advertising	10 00			
Mar. 9.	Alta adv'g.....	6 00			
" 21.	Wild's Wash. Maps and skeletons.....	45 00			
" 25.	Goodrich's des notes..	14 00			
1871.					
Feb. 7.	" Cop.....	12 00			
" 15.	Transcript.....	9 00			
" 15.	Office work.....	20 00			

R. W. NORRIS.

1870.			1869.		
Oct. 15.	To J. King, Goodrich and J. Palmer, copying field notes.....	\$37 50	Oct. 13.	By Deposit.....	\$185 00
	C. Day, platting T'w'p and exterior Maps..	147 50			
		\$185 00			\$185 00

EX MISSION SAN FERNANDO.

1871.			1870.		
Jan. 9.	To Bielowski plats and skel- etons.....	\$70 00	Dec. 16.	By Davis	\$118 00
Feb. 3.	F. Palmer, copying field notes and descriptive notes.....	30 00			
	Office work.....	18 00			
		\$118 00			\$118 00

We also call attention to the affidavit of Mr. Hopkins (p. 119, printed answer) where it appears that Mr. Hopkins has been connected with the Surveyor General's Office since the year 1850, and that it has *ever been the practice of the office to charge and collect such fees.* The practice is as old as the office itself.

We here insert the statement of Leander Ransom, who was chief clerk of Surveyor General's Office under Mr. King, *first Surveyor General of California,* (See 2d page of statement.)

SAN FRANCISCO, October 14, 1873.

J. R. HARDENBERGH, Esq.,

U. S. Surveyor General, San Francisco, Cal.

DEAR SIR:—Yours of the 11th inst., asking certain questions as to the mode and manner of conducting the public surveys and office work in former years, while I was connected with the U. S. Surveyor General's Office, is received.

Mr. Samuel D. King was the first Surveyor General. He appointed me his chief clerk and occasional deputy. The first contracts were predicated on examinations and surveys made by me, under instructions, on and about Mount Diablo, fixing it as a base and meridian point.

The contracts for surveys in the southern portion of the State were predicated on preliminary examinations made by myself and assistant, under instructions, on and about San Bernardino, fixing it as a base and meridian point.

The contracts for work about Tejon and Tehechepa passes and Kern Lake, were predicated on examinations made by me in the field, under instructions, as to the practicability of the work. Under Col. Hays larger contracts were let, and when the surveys were returned, the work considerably exceeded the appropriations, and consequently a deficiency bill was asked for.

In making preliminary surveys of ranchos, which were required under the rulings of the Land Commissioners, the rancho owners were required to pay the expenses of the survey in the field, and therefore made his own bargain with the deputy. The office work was done by the draughtsmen and clerks during office hours, and no extra charge was made. The copying and tracing of archives documents were performed by the Surveyor General, his draughtsman and clerks, *after* office hours, and the fees were paid the Surveyor General for his use and those of the employés doing the work.

During my business visits to your office for several years, appearances indicated the operations to be conducted in a regular and systematic manner.

Very respectfully, your obedient servant,
LEANDER RANSOM.

Also statement of Eugene B. Drake, who was a clerk under Surveyor General Mandeville, during the years 1858, '59, '60, and '61 :

SAN FRANCISCO, Cal., Oct. 10, 1873.

J. R. HARDENBERGH,

U. S. Surveyor General.

SIR :—During the years 1858, '59, '60, and '61, I was employed in the office of the U. S. Surveyor General for California, under J. W. Mandeville, Surveyor General, as clerk in the Archives Department of said office ; during those years of service much of my time was occupied in making certified copies of documents on file in the Archive, to be used as evidence in cases pending in the courts of the country. This kind of work was done both in and out of office hours : the whole of the fees received for such work were paid to the Surveyor General, and by him retained as the perquisites of his office.

I cannot say now what such fees may have amounted to annually, but certainly to a very considerable sum.

Very respectfully,
(Signed.) EUGENE B. DRAKE.

The statement of O. P. Sutton, also as to the practice under Surveyor General Mandeville :

SAN FRANCISCO, Cal., Oct. 9th, 1873.

Hon. J. R. HARDENBERGH,

U. S. Surveyor General.

SIR :—I have just received your note of this date, and in reply will state that during the years 1858 and 1859 I was chief clerk in the office of the U. S. Surveyor General for California, under Surveyor General J. W. Mandeville, and had full charge of the business of said office.

During that time there were frequent demands for certified copies of papers on file in the office, to be used in the different courts of the State. These certified copies were made by clerks in the office, both in and out of office hours, and were paid for by the parties obtaining the same. The fees received for these copies were paid by me to the Surveyor General, and retained by him as his perquisites. Said fees, I should think, amounted in the aggregate to several thousand dollars a year. The salary of the Surveyor General at that time was, I believe, \$4500 per annum.

Very respectfully, your obedient servant,
O. P. SUTTON.

Particular attention is called to the sworn statement of E. Conway, who was also chief clerk of Surveyor Generals Mandeville, Beale, Upson, and Day, hereunto annexed :

SAN FRANCISCO, October 13, 1873.

J. R. HARDENBERGH, Esq.,

U. S. Surveyor General.

SIR:—In answer to yours of the 9th inst., I would state that I served as chief clerk in the Surveyor General's office under the administrations of Surveyor Generals Mandeville, Beale, Upson, and Day; that fees were collected by me at the rates charged for similar services in the U. S. Courts for certified copies of plats, documents, or other papers required by parties, generally for use in the different courts of the State; and that said fees were paid over to the Surveyor General. That clerks and draughtsmen were permitted to work after office hours for their own benefit—the salaries received and the mode of payment, two months at times, after the expiration of the quarter, being inadequate to a respectable living. At one time, owing to the difference between gold and currency, they were receiving a salary at the rate of \$800 gold, in which currency their debts must be paid.

I knew Mr. S. D. King, the first Surveyor General. He was appointed direct from the General Land Office, and inaugurated the fee system, and reported the same to the Department, with his reasons therefor. Mr. Mandeville, early in his administration, inquired as to the fee system, through the then Senator Wm. M. Gwin, and was informed that the fees belonged to the Surveyor General.

I know that from the paucity of appropriations, the necessary public work could not have been executed in office hours, and the then present necessity, for the above mentioned class of work, became absolute, or the whole judicial machinery, referring to titles and surveys of land claims, would have come to a stand still. This state of affairs was conceded by all, and I never heard any complaint against the system, extending over a long period of years, and known to the Department since its introduction.

In answer to your other question, authority was given the Surveyor General, under instructions of June 1st, 1864—page 4—to permit deputy surveyors to commence operations after the 1st of May in each year, or as soon thereafter as notice of the appropriations had been received. These instructions were made part of every contract—see page 1. Under this authority deputies were allowed to go in the field, and when the sphere of their operations was in a distant part of the State, where no standard or other lines had been run, they were permitted to run lines from the nearest available work, until they reached the county to be subdivided, involving, in some instances, a line of hundreds of miles. Then, after making a report as to the area and character of the country to be subdivided, if the same was found to be within the instructions, the contract was approved, and the lines already run being, after examination, found correct, were allowed and paid for as part of the contract.

Very respectfully, your obedient servant,

E. CONWAY.

Sworn and subscribed to, before me, this 13th of October, A. D. 1873.

J. A. ROBINSON,

U. S. Commissioner.

We also annex a certified copy of one of the records of the Surveyor General's Office, the same being a letter addressed by Surveyor General Samuel D. King to the Commissioner of the General Land Office at Washington, under date of August 14th, 1852.

Mr. King inaugurated the fee system in the office here, and it has been followed up by all his successors, including the present incumbent.

SURVEYOR GENERAL'S OFFICE, }
San Francisco, Cal., August 14, 1852. }

The Commissioner of the General Land Office,

Washington City.

SIR:—By the mail which arrived last evening I received your letter of the 3d inst., containing instructions in relation to furnishing certified fac-simile

copies of certain papers to the Land Commissioners during their sessions in the southern part of the State, and those directions shall be complied with.

The tenor of some of the extracts of the letter upon which those instructions are based are such that it is proper to make a few remarks thereon.

Before the archives came into the possession of this office, I was well aware of the importance and the necessity of keeping them in such manner that design ng persons would have no opportunity of either adding to or diminishing their number, or of changing their character, and yet that it was necessary that they should be acceptable to all interested, and that all such should be enabled to obtain such copies as would exactly show the nature and appearance of the paper on file, and I so advised the Department.

Those expectations have been confirmed by the experience of a year, and had I allowed those archives to have been overhauled and examined by every one who desired to do so, and not under the close supervision of persons officially connected with their safe keeping, I very much doubt whether any complaints would ever have been made upon the subject; neither have I any as to what might have been the result in other respects; now, at least, I have the satisfaction of believing that they exhibit all, and only, the papers which were turned over to the officer without change or mutilation.

When any person, whether personally interested, or acting as agent or attorney, has desired to look at and examine any papers in the archives, they have been, invariably, freely exhibited to him, and not only so, but a considerable portion of the time of the person in charge of them has been devoted to explaining them, etc., and answering the inquiries of the numerous applicants, and always without any charge whatever.

So far I have thought it my duty to go, although by so doing the arrangement and classification of the documents and the public business was most seriously retarded, whole days being frequently entirely occupied in this way.

Whenever, after such examination, a party desired a fac-simile copy of any paper, he was always apprised that, as such copy was intended to subserve the purposes and interests of individuals, and not those of the Government, I could not have the work done at the public expense by occupying the public business hours of myself or of the clerks in the office, and that, therefore, a charge would be made for such copies. Had I adopted any other course, ten times the entire force of the office would not have been sufficient to have performed the work which would have been called for, as every one having the least interest either in supporting or in opposing a claim, would have willingly made such statements as to the supposed importance of having copies of the papers, as would have substantially met any rule that might have been prescribed with a view of limiting such applications.

The next point was, to fix upon some uniform rate of charge, which, while it would not be exorbitant or oppressive, having reference to the peculiar character of the work to be performed, would yield a fair remuneration for the services rendered; and, therefore, after a full consideration, a rate of charge was fixed upon which was thought to meet both requirements; and your letter conveys to me the first intimation that any objected thereto, while others I know have expressed to me very different views.

In all cases, when the party applying did not know those rates they were uniformly advised beforehand of what would be the cost of the copy required. These rates are, on an average, certainly not more than thirty per cent. more than the law allows here for plain ordinary copies of documents in a foreign language, and when any one will consider the difference in the mere labor of making an exact *fac simile* of a manuscript, often so faded by the effects of time as to be difficult to read, and that of making a copy of the ordinary time, it will be readily acknowledged that double the price would not exceed a fair charge in this legal standard. And often, to gratify the wishes of applicants as to time, entire nights have been devoted to making such copies. While private individuals have thus been required to pay only a fair remuneration for labor performed for their benefit out of office hours, yet in every instance has the office most cheerfully imparted every possible assistance and aid to any public office desiring any information for the Government which could be extracted from the

archives, either by supplying *fac simile* copies, when demanded, or in any other manner. The Land Commissioners and the Land Agents have always, not only had the most free access to the archives, personally, but the greatest pains have been uniformly taken to furnish them all the information desired which could be obtained therefrom. The result has been, that while the archives are freely opened to, and copies made when required by public agents, and every verbal information given to all who have applied, private individuals have been required to pay a fair compensation for the labor out of office hours, which was devoted to their benefit, at their request, and with a full previous knowledge of what the charge therefor would be.

The instructions now received, will be cheerfully complied with, to the utmost extent consistent with the clerical force of the office, and the absolute necessity of keeping up its current public business and the official records, for I do not understand the order to contemplate any suspension of the office duties inseparably connected with the survey of the public lands, and private claims, the examination of the returns thereof, and the preparation of necessary maps, etc., copies for your office and for the records of this office. All the time which can be possibly spared from these duties, and if the Department require any of them to be suspended, I request instructions to that effect, and also the indispensable public duties connected with those archives, such as continuing the preparation of the required abstracts for your office, and copies of all of them, for the use of the Commissioners and Land Agents, shall be devoted to the preparation of such copies as are required to be furnished to the Commissioners by these instructions, and the cases will be, invariably, taken up in the order of application. Truth, however, compels me to say, that when I look at what will be required of this office, both with respect to the public and private surveys, as explained in my letter to you, by the last steamer, of the 27th ult. I cannot promise that promptness in making these copies which is so desirable, nor must the office lose sight of the fact that I cannot certify any such copies as being true and accurate, unless fully satisfied in my own mind by a most critical comparison of every word, that such copy is, in reality, a *fac simile* of the original, and I have experience enough of this kind to know that it takes full one third as much time to examine in this way as to copy, and that, therefore, if I had three good copyists always at work, my own entire time would have to be devoted to such examinations.

With great respect,

SAMUEL D. KING,
Surveyor General.

OFFICE OF THE SURVEYOR GENERAL, }
Of the United States for California. }

I, J. R. HARDENBERGH, Surveyor General of the United States for the State of California, and as such, having in my office, and in my charge and custody a portion of the archives of the former Spanish and Mexican Territory, or Department of Upper California, as also the papers of the late Board of Commissioners to ascertain and settle the private land claims in California; by virtue of the power vested in me by law, do hereby certify that the five preceding and hereunto annexed pages of paper numbered from one to five inclusive, exhibit a true, full, and correct copy of the original letter from Sam'l D. King, ex-Surveyor General, California, dated August 14, 1852, as the same remains of record and on file in my said office.

In witness whereof, I have hereunto signed my name officially, and caused my seal of office to be affixed, at the city of San Francisco, this 23d day of October, 1873.

[SEAL]

J. R. HARDENBERGH,
U. S. Surveyor General for California.

Surely, with this letter of Mr. King in the *Land Office at Washington*, it can not be seriously contended that that officer was not aware of the practice of this office in respect to fees. And this letter, supported by the sworn statement of Mr. Conway, given above, stating that the fee system was in vogue under Mr.

King and reported to the Department, and that under Surveyor General Mandeville the attention of the Land Office was called to the *same matter* by Senator Gwin, leave little doubt but that the Land Office knew and *did not disapprove* the practice.

Yet, with all this evidence showing that, at the time Mr. Hardenbergh took office, it had been the practice of Surveyor Generals to charge and collect such fees, and this from the very creation of the office, and that the office at Washington knew, and did not disapprove of it, the Hon. Commissioner scolds at the idea that Mr. Hardenbergh pleads this custom of the office in *extenuation and defense* of his action in this regard, and, as if to add insult to injury, says: "If an officer is to be justified for his misdeeds by citing the acts of his predecessors, the man who follows a scoundrel or thief, can do as he pleases and escape punishment."

We are quite sure that had Mr. Hardenbergh believed that his predecessors, Surveyor Generals King, Colonel Jack Hayes, Mandeville, Beale, Upson and Day, were *all thieves* and scoundrels, he would *not* have followed their practices.

He did, however, follow them, but it was because he *did not* believe, with the Hon. Commissioner, that the long line of eminent men who had preceded him as Surveyor Generals, *were scoundrels or thieves*. The Hon. Commissioner, it must be admitted, begs the whole question under consideration, which is, *were* the honorable predecessors of Mr. Hardenbergh guilty of the base crimes charged?

They took the fees, it is admitted—but still, we ask, are they guilty?

Surely no man who knows the men thus recommended by the Hon. Commissioner for *criminal prosecution*, for one moment believes it. They may have disregarded some technical law, but not one of them, either *wilfully* or knowingly, took a dollar that he did not think he had a right to do—because they, and each of them, thought the Government *approved* of their doing so. Does Mr. King's letter of August 14th, 1852, to the Department, show any *guilt* on his part? And does not the fact that these fees were collected openly, and that the Government, *knowing all these twenty-three years*, that these fees were being thus collected and appropriated, and, by its silence giving its consent, prove, *conclusively*, that there *existed no criminal intent* on the part of these Surveyor Generals, including the present incumbent?

If the collection of such fees is *improper*, let the Government, even at this late day, indicate the error, and correct the evil, not by lashing itself into a moral frenzy at the *shadow* of evil, but, *by a simple order of disapproval* of the practice.

The Hon. Commissioner knows that such an order from his office would at once accomplish the object. No one, for a moment, believes that there is any *disposition*, on the part of the Surveyor General, to *disregard the law* or the *instructions* of the Commissioner of the Land Office.

But the Hon. Commissioner says that as early as 1871, the Land Office called Mr. Hardenbergh's attention to the fact that he had been accused, through a newspaper, of having charged illegal fees. It is true, and it is *also true*, that the article in the newspaper was answered by Mr. Wilde, then in the Surveyor General's Office, and the answer sent to the Hon. Commissioner, with a note in explanation, which was *supposed satisfactory*. Certainly, no *intimation* ever came to the Surveyor General here, that it was not proper for him to charge fees.

Under this charge there are cited many conflicting statements, many of which, we presume, were given *verbally* to the Special Agent, Robinson. as no copies of them have been given to Mr. Hardenbergh ; but as the originals from which this compilation has been made are at Washington, we cannot review them, and, even if we had them before us, it would be *unnecessary* to do so, since the *real question* is as to the *right* to charge the fees, and not as to any *little irregularity* in the *manner of collection*.

We will, however, notice an error of considerable magnitude, committed by the Special Agent Robinson.

It seems that, in making his investigation, he took down the statements himself—he asking questions, etc., which, of course, is * * * very *unfair* to the Surveyor General, as any one who is accustomed to taking evidence must be aware, since the *language* of the party writing often *fails* to convey, *accurately*, the idea of the person making the statement.

The error referred to is in the statement of Mr. Bielowski, where he is represented as saying that “one *thousand* maps of subdivided townships had been made during Mr. Hardenbergh’s term ;” upon calling his attention to the matter he addressed Mr. H. the letter following, and attached, in which it will be seen that only *two hundred* of these maps were made under Mr. Hardenbergh :

U. S. SURVEYOR GENERAL’S OFFICE,
San Francisco, Cal., October 10th, 1873. }

Hon. J. R. HARDENBERGH,

U. S. Surveyor General for California :

SIR:—In reply to your note of yesterday, I have to say that, in answer to a question asked me by Mr. M. D. Robinson, the Special Agent, I stated that about 1,000 maps of subdivided townships were copied for the Railroad Companies, and the State Surveyor General of this State, out of which number about two hundred copies were made under your administration.

Respectfully yours,

C. BIELOWSKI.

Now, to show in what estimation the members of the Bar of this State, doing business with the Surveyor General’s Office, think respecting Mr. Hardenbergh, and judge of his acts, his mode of executing the trust confided to him by the Government, and his decisions in private land claims, the following will speak for itself :

SAN FRANCISCO, June 25, 1873.

J. R. HARDENBERGH, Esq.,

U. S. Surveyor General for California :

DEAR SIR:—The undersigned Counsellors at Law, residing in the State of California, take pleasure in volunteering to you the statement, that during your administration of the Land Office in California, we have had frequent occasion to transact official business with you. We have always found you prompt, ready and obliging. We have had repeated occasion to consult and review your decisions, and although in the course of forensic practice, we have had occasion to differ from your conclusions, we have found them well reasoned, and have had confidence in their integrity.

We tender to you the assurances of our kind consideration.

John W. Dwinelle,
T. I. Bergin.

Benj. Hayes, of San Diego,
Winans & Belknap,
William H. L. Barnes,

H. H. Haight,
Sharp & Lloyd,

W. C. Belcher, Marysville,
E. L. B. Brooks,
John Wilson,

Edmund L. Goold,
John B. Felton,

D. P. Belknap,
C. Fernald, Santa Barbara,
J. W. Shanklin,

Mullin & Hyde,
John B. Harmon,
J. B. Southard,
Jno. J. Williams,
S. M. Wilson,
Hall McAllister,
M. M. Estee,
Fredrick Hall,
Ch. T. Botts,

James F. Stuart,
Clark Churchill,
W. P. C. Whiting,
Joseph M. Nougues,
Leander Ransom,
O. H. McKee,
William Higby,
E. B. & J. W. Mastick,
Jno. R. Jarboe.

James M. Haven,
James C. Zabriskie,
B. B. Newnan,
T. M. Pawling. Jackson,
Z. Montgomery,
Hoyt & Sears,
Currey & Evans,
Henry P. Irving,

Thus falls Charge No. XII., which, though in form and mien, as presented by the Hon. Commissioner, is hideous and terrible, when *stripped of its lion skin*, is shown to be altogether *inoffensive* and *harmless*.

In respect to the concluding Charge No. XIII., relating to the manner in which the Surveyor General conducts the business of his office.

Upon this point Mr. Hardenbergh invites examination. Never since the creation of the office have the records, books, and papers of the office been arranged more orderly, or more *carefully* preserved; nor has the business of the office been conducted with greater system, and this, notwithstanding the business has, since the present incumbent took office, been *more than doubled*. When Mr. H. was appointed in 1871, seven comprised the entire force of the office, now, by reason of the great increase in the Swamp Land Department, and the new Department of Mines, the number of employés in the office seldom falls below *twenty-five*, and often reaches *thirty*.

As against the statements of *disappointed surveyors* and *disaffected clerks*, who, since this investigation was ordered, have been made to believe that the star of the present incumbent had culminated, and so believing, have turned their faces towards the East, in expectation that some sun of the "Chapman Ring" is about to rise—we say that, as against *such statements*, we call attention to the lucid affidavit of the chief clerk, Mr. J. A. Robinson, of July 21st, 1873, and to the testimony of the long list of attorneys, and so we pass to our conclusion.

In presenting our views respecting the matters under consideration in this investigation, and in considering the testimony, we have thus far treated the statements of several parties making affidavits as equally entitled to credit. We have done so, because, allowing that every affidavit was honestly made, we think the prosecutors have made no case against the Surveyor General.

But when an officer of the Government is attacked for alleged malfeasance in office, equally as when a citizen in private life is accused of wrong action, it is always proper to inquire the reason of the attack, and who makes the accusation.

Often the character of the accuser and the circumstances under which the attack is made, reveal the *reason* of the *attack*.

We, therefore, ask—who are they who have incited this investigation?

Are they the honest settlers, or would-be settlers, upon the public domain, for whom, above all others, the public surveys are maintained?

Are they men who have rendered themselves prominent as guardians of the public interests, or as, *par excellence*, protectors of the integrity of the State? Are they persons who have suffered from, and therefore complain of the rapacities of officers?

Are they men who have encouraged and fostered integrity in the conduct of public affairs?

We answer, no! But, on the contrary, the men who have instituted this proceeding are known throughout the entire State of California as men utterly regardless of the public interests, foes of the settlers upon the public lands—men who, by chicanery and fraud, have gobbled up sufficient of the public domain to constitute a principality—men who, when they find an officer honest in his administration, attempt by cajolery to win him to their interests, and failing, seek by secret or open bribery, to corrupt him—men who, when foiled in their attempts to cajole or bribe, seek, by means similar to those adopted in this case, to *remove the barrier* that protects the public interests against private spoliation.

The Surveyor General of California entered upon the duties of his office in 1871, and his statement, at page page 133 of his printed answer, reveals the character of the leading spirit in this prosecution—William S. Chapman—and the reasons that actuate him in his efforts to obtain the removal of Hardenbergh, and it will be observed that each of the charges made by Mr. Hardenbergh against Chapman is supported by evidence *aliunde*, his, Hardenbergh's, sworn statement.

Mr. Hardenbergh, at page 134, charges that Chapman, soon after his, Hardenbergh's, appointment to office, attempted to obtain the control of his office, and this, by a direct bribe. This allegation is fully sustained by the sworn statement of Mrs. Maria Hardenbergh, at pages 130 to 132 of printed answer.

FIRST ATTEMPT AT BRIBERY.

STATE OF CALIFORNIA,
City and County of San Francisco. } ss:

Maria Hardenbergh, being first duly sworn, upon her oath, deposes and says: I am the wife of J. R. Hardenbergh, U. S. Surveyor General for California.

In April, A.D. 1871, we were boarding at the Grand Hotel in San Francisco, and are now boarding at the same place. Soon after my husband assumed the duties of the office of U. S. Surveyor General, W. S. Chapman called at our room in the Grand Hotel one evening and inquired for Mr. Hardenbergh.

I invited him in and told him Mr. Hardenbergh had gone to the Pioneer Hall. I requested him to be seated and await Mr. Hardenbergh's return.

He did so, and commenced his conversation by congratulating me upon Mr. Hardenbergh having received the appointment of U. S. Surveyor General for California, and said that he was glad he had got the office; that Mr. Hardenbergh could make all the money out of it he (H.) would want.

Mr. Chapman said my husband, Mr. Hardenbergh, could make one hundred thousand (\$100,000) dollars a year easily. That he could make money also for himself, Chapman.

I asked him how it could be worth so much, as Mr. Hardenbergh informed me that the salary was three (\$3,000) dollars.

Mr. Chapman said in reply, I can put him in the way to make it if Mr. Hardenbergh will allow me to appoint all the surveyors.

He said it would require a "middle man." I asked Mr. Chapman if Mr. Hardenbergh would not get into trouble.

He replied no, that he would take care of that if Mr. Hardenbergh would allow him to appoint all the surveyors.

When Mr. Chapman arose to leave the room, Mr. H. not having returned, he said he wanted me to talk the matter over to Mr. Hardenbergh. That I could have all the money I wanted myself. That he had been told that I could influence Mr. Hardenbergh, and that he was told that I "was the best man of the two."

I replied that I could not influence Mr. Hardenbergh in business matters.

He bade me good-bye, shook hands and told me to be sure and talk with Mr. H. about our conversation. I told him I would do so. This was, I think, the last of April, A.D. 1871. It was before I went to the Geysers with Mr. Hardenbergh and Mr. Hopkins. I left for the East on the 16th of May, 1871, and remained there eight months.

When he, Chapman, said I could have all the money that I wanted, I asked him what he meant. He replied, if I give you \$40,000 or \$50,000, whose business is it, and who would know it?

This was the last time I ever saw him, and I have had no communication with him, directly or indirectly, on any subject or matter whatever.

On the return of Mr. Hardenbergh, after Mr. Chapman left, I told him all that had been said by Chapman to me; that he wanted a middle man, and wanted to appoint all the surveyors, and that the office would pay such a large sum as stated by Mr. Chapman.

Mr. Hardenbergh immediately replied, "Damn Chapman, he wants me to steal. I have lived now nearly sixty years, and will not begin to steal at this late day."

Some time during the Fall of 1871, while I was stopping at my father's, in Wisconsin, Mr. Hardenbergh wrote to me "that Chapman had tried to bribe him, and he had refused to accept a sum of money; that Chapman had intimated that he was going to send the money to me." Mr. Hardenbergh wrote to me this, and said in case I received any money from Chapman I should immediately return the same to him (H.), as he should not keep it or allow me to keep it, but would give it back to Chapman.

I did not at that time, or at any time, receive any money or anything whatever from Mr. Chapman.

MARIA HARDENBERGH.

Subscribed and sworn to before me this 11th day of June, A.D. 1873.

[SEAL.]

J. A. ROBINSON,
U. S. Commissioner.

2. That Chapman then sought to get his, Chapman's, brother appointed to make surveys for the office. This allegation is sustained by Chapman's own letter of May 10th, 1871, and found at page 126. *The letter will pay for perusal.*

3. That Chapman and Moore were purchasers of land in Sierra Valley. This is shown by the records in the Land Office in the "Sierra Valley Swamp Land Case."

4. That before Hardenburgh had made the investigation of the Sierra lands, Chapman again attempted to bribe the Surveyor General, by offering him a *fifth interest* in the whole of the land.

This charge is fully sustained by the the testimony of the Hon. David Mahoney.

(See his letter of June 12th—p. 132, printed answer.)

SECOND ATTEMPT TO BRIBE.

WHITE SULPHUR SPRINGS, June 12, 1873.

J. R. HARDENBERGH,

Surveyor General, San Francisco.

MY DEAR SIR:—I acknowledge the receipt of your letter of the 11th instant and while I am pleased at your safe return in good health, etc., I am somewhat puzzled at what to say in reply to the inquiries you make in reference to the proposition of Mr. Wm. Chapman in the *Sierra land* matter. This difficulty grows out of the fact that I have been intimate and on very kind and friendly terms with Mr. Chapman since his arrival in this State, and I regret, indeed, that this thing has taken its present shape. I repeatedly told Mr. Chapman you desired to be just and friendly towards him, that you felt thankful for and fully appreciated his efforts in Washington. Still that no consideration, pecuniary or otherwise, in my opinion, would induce you to do an official wrong. He told

me that he had acquired the Sierra Valley. That he believed it to be swamp land ; that he considered it very valuable ; that he did not want it all himself ; that other parties were connected with him in it, and that he would place on interest the one-sixth or one-seventh, I have forgotten which, for your benefit, if it was declared swamp land. This proposition, I remember, you promptly declined, and remarked that he had mistaken you altogether, that no such consideration could influence you in your examination and decision of the case.

After your return from the valley, and after the proposition had been submitted, and after you had decided it was not swamp land, I heard you say that the valley had been settled upon in early years ; that the people had their homes, orchards, school-houses, blacksmith shops, etc., etc., erected for years. That it was not swamp land in your judgment, and that under your oath you would sooner resign your office than decide otherwise. I told all this to Mr. Chapman ; I urged him, I argued and reasoned, and told him I knew you were disinterested and conscientious in your decision, and requested him to give it up ; I regret he has not done so ; but it was not my fault. This is as full an answer as I can give to you on that subject.

In regard to my conversation with Mr. Chas. A. Washburn, I told you at that time the substance of it. He then informed me that he did not make charges of malfeasance or corruption against you ; that these charges were made by one Johnston or Johnson who was sent on to Washington after he had left here ; that he considered you an honest man, but believed you were wrong and mistaken in your decision. The interest which he told me he was to get in the event of success, I deem it unnecessary to mention.

Very respectfully yours,

DAVID MAHONEY.

Chapman having attempted to avoid this charge by his affidavit of 21st July, 1873, Mahoney rejoins by the following affidavit. (See page 151, printed answer, in the appendix.)

5. That Chapman attempted to bribe the Surveyor General with gold (\$500 or \$700) to approve Carlton's survey.

(See p. 135, printed answer.)

This is supported by the sworn statement of the chief clerk, J. A. Robinson, at page 129. *This is the third attempt to bribe.*

STATE OF CALIFORNIA,
City and County of San Francisco. } ss :

David Mahoney, being first duly sworn, deposes and says : I have carefully read the contents of my letter of the 12th of June, 1873, to J. R. Hardenbergh, U.S. Surveyor General, relative to the Sierra Valley land case, etc. I have read the statement and affidavit of W. S. Chapman, in reference to my said letter of the 12th of June, aforesaid, and after a careful perusal of said letter and affidavit of W. S. Chapman, I am fully prepared to say, and do swear, that no such reasons as are assigned by him ever entered my mind, or influenced me when I wrote that letter. I have also carefully examined the contents of that letter, and do hereby declare and swear that the same, to the best of my recollection, is substantially true and correct in every particular.

DAVID MAHONEY.

Subscribed and sworn to before me, this 23d July, A. D. 1873.

[SEAL.]

RAMON DE ZALDO,
Notary Public.

6. That Jesse D. Carr offered to the Surveyor General one-fifth (1-5) interest in a large tract of land near the boundary of Oregon, but in California, if he would appoint one Applegate to make the surveys as swamp land. This is fully sustained by the sworn statements of J. A. Robinson.

See p. 128, printed answer. Mr. Robinson says :

On one occasion during the time efforts were being made to appoint Applegate to make said survey, Jesse D. Carr called while Surveyor General Hardenbergh was out at lunch, and directed me to say to General Hardenbergh on his return, that he (Carr) had applied to the State for a very large and valuable body of swamp land near "Rhett Lake," and had divided it into five parts, and would give the U. S. Surveyor General the one-fifth interest if he, Hardenbergh, would appoint Jesse Applegate to make the said survey and segregation.

This is the fourth attempt to bribe.

For further evidence of what must be the character of the man, Jesse D. Carr, and of the little value of his statements, see on page 58 of printed answer the amended answer of Carr in the case Ballard and Hall vs. Carr, and also the opinion of the Supreme Court of California in respect thereto.

To further make evident the character of said Chapman, as revealed by his transactions, which, from the sworn statements of those who have been to a certain extent his tools in carrying them into effect, we invite *special attention* to the affidavit of David Allee, respecting the gigantic frauds practiced by said Chapman upon this Government by means of the "Sioux scrip"—a fraud now for the first time brought to light, but which is of such a nature and magnitude, that the Government cannot but order an investigation.

We also call particular attention to the affidavit of R. W. Vilas, and accompanying documents, found at page 51 of printed answer, revealing Chapman's fraudulent transactions with one of the *Register offices of this State*.

To further show the *utter unreliability* of said Chapman's statements, even when made under oath, we refer to Chapman's affidavit of July 21st, 1873, being the first affidavit printed in the appendix of printed answer, and the three affidavits of S. N. Putnam, W. E. Bridge, and J. D. B. Stillman, M. D., which immediately follow said Chapman's affidavit. Each of these affidavits show that Chapman must have *known* he was stating in his affidavit what was not true.

The same lack of truthfulness in Chapman's affidavit, or what is nearly as criminal, *want* of care in making them, is revealed in his affidavits of October 2d, 1872, and March 14th, 1873, in which he has sworn to the Partridge story—contradicted by Partridge himself; the statement that the Dyers had no contracts themselves—contradicted by the records of the Land Office; the statement that E. Dyer was constantly in the field—contradicted by E. Dyer and the Postmaster of the village where Dyer resides.

Is it possible, that the statements of this man Chapman, or even Carr, made while yet smarting from their defeated attempts to bribe the Surveyor General, and with the full knowledge that, by reason of his integrity there had been lost to them, and preserved to the Government, lands worth half a million to the honest settlers thereon; that statements made by a man who has been the *master spirit* in the frauds practiced upon the Government through Sioux scrip, as revealed by Allee, and in the corrupting practices in the Register's office, as related by Vilas—that the statements of a man, who is proven beyond question, to have made *three distinct* and separate attempts to corrupt *by bribes a public officer*, as revealed by Hardenbergh, Mrs. Hardenbergh, David Mahoney, and Robinson, and whose affidavits in this very case show a recklessness of truth unprecedented, are to be relied upon?

We ask in all seriousness if the statements of *such a man* are to be taken without question, and weighed against the affidavits of men whose characters for

truth and honest dealing are unquestioned? Nay, more—are they to be made to *overbalance these*?

And yet we find the Hon. Commissioner citing the statements of this man against the officer who refused to be corrupted.

In fact, it appears from the argument of the Hon. Commissioner, and the form of his judgment, that the entire alleged charge of fraudulent conspiracy, between the Dyers and Hardenbergh, *rests upon what Chapman and Moore say the Surveyor General told them* in a conversation had *nearly two years* prior to the investigation.

These statements of Moore and Chapman constitute the base and superstructure of this charge—take that away and naught is left. Is this, we ask, right—is it just? Shall moral worth give no force, or weight, to testimony? Shall the words of honesty be considered as only on a par with those of dishonesty and fraud?

If not, then the affidavit of Chapman, Moore and Carr, can have no weight with the Government in consideration of this case.

We have passed in review the eleven charges upon which the Hon. Commissioner has seen fit to arraign the Surveyor General, and to support which, this investigation is being prosecuted.

Of the spirit which gave birth to this investigation, we have already spoken; respecting the *animus* with which it has been conducted, thus far, it may not be proper to remark—but we cannot refrain from expressing our *surprise* at the extreme *bitterness* that *everywhere* prevails the Hon. Commissioner's presentation of the case, and our *fear* that the accused has no *friend at court*.

While of the existence of this bitterness we are not left to doubt, the cause of it we can only suspect. But be the cause what it may, it has certainly, so far as the Hon. Commissioner is concerned, deprived the Surveyor General of a fair investigation of his case, and of an *unbiased* consideration of the facts developed.

The Surveyor General, conscious of no wrong, has nothing to conceal; all the records of his office, his books, his private papers, down even to his private bank account, have been submitted to the examination of the Special Agent of the Government—nothing has been kept back; his whole conduct, all his official transactions—have been as open as the hand of honesty.

It would be strange indeed if, during the nearly three years that Mr. Hardenbergh has held office, he has not committed *some errors*, if some *irregularities* had not occurred. But it does not appear that, *knowingly*, he has *done*, or *suffered* in the administration of his office, anything in violation of law, or of his duties as an officer. *Bribes* have not corrupted him; nor have the blandishments of friends, or the *disfavor* of enemies caused him to turn aside from the path of duty. At his hands the moneys of the Government, intrusted to him, have suffered no diminution; its interests have been preserved, and the rights of its citizens protected. And yet, during this entire investigation, all his past official acts have been passed in review and examined with the *eye of suspicion*.

Every transaction, which, by reason of misconstruction or misunderstanding of an instruction, or statute, may have failed to comply with the letter of the law, has been characterized as a fraud—the slightest irregularity has been magnified into and *declared a crime*.

Why is this? Why this bitterness?—are questions that we find forcing themselves upon us continually.

The Surveyor General has had no occasion to ask of the Hon. Commissioner generosity, but has demanded only a fair consideration of his case, and a just and righteous judgment thereon. And these he hopes and believes he will, some where, find ere this investigation is concluded.

Having thus, as we believe, fairly presented the Surveyor General's defense to each of the charges made by the Hon. Commissioner, and having, to our own mind, at least, *successfully* answered all the slanderous allegations of his accusers, as made in their several affidavits, or in the report of Special Agent Robinson, we most respectfully submit for consideration this, our summary and argument, on behalf of—

J. R. HARDENBERGH,
Surveyor General of the U. S. for the State of California.

The above statement is an *answer to the charges* submitted to the Hon. Columbus Delano, Secretary of the Interior, by the Hon. Willis Drummond, Commissioner of the General Land Office, submitted and filed by J. R. Hardenbergh, U. S. Surveyor General for California, to the Interior Department, Washington City.

Nov. 1873.

TO MY FELLOW-CITIZENS OF CALIFORNIA :—

My character as a gentleman, and my reputation as a public officer, having been grossly attacked by a class of *land sharks*, supported and backed by a venal press, I find it necessary, in reply thereto, to make the following statements, in which I shall be as brief as possible. Who are the parties bringing these charges against me? They are those who desired to use the office of United States Surveyor General for corrupt and selfish purposes, and failing to accomplish these ends they have made these unjust charges. *Has any honest seller on the public lands* ever entered a complaint? Has any litigant or attorney, contesting any survey before the office, complained that their business or rights have not been properly respected? a decision rendered in the case and a reason given for such decision? The Commissioner, Drummond, made his report on the 19th day of September, 1873, and the synopsis of it was telegraphed by the reporters of the press from Washington City, and published in the public papers of this city; and it was allowed to lay in the archives of the Public Land Office at Washington for over a year, when it was unearthed by W. S. Chapman and published in this city in pamphlet form and circulated over the State for a two-fold object: One to endeavor to injure my character and standing in society; and the other, to try and call the attention of the public to me and *arrest* it from him—and the various suits at law now brought, and about being brought, which will show up his *mode, manner, and way of gobbling up the public lands of this State*. I was appointed to the Federal position of United States Surveyor General for California in February, 1871. Shortly after assuming the duties of office, I was beset by *parties* largely interested in land operations, and attempts were made to use me for the furtherance of these schemes. *Flattery* failing to accomplish the desired purpose, they then resorted to open *bribery!* Failing in that also, they had no other alternative but to endeavor, by every means that lay in their power, to try and have me removed from office by bringing charges

against me in every conceivable form, by subsidizing the reporters of the press in Washington to use the telegraph in iterating and reiterating that serious charges were filed against me before the Department—to be retailed by a portion of the press in California, and to endeavor, by that means, to prejudice my case before my fellow-citizens. Charges were filed against my official acts by T. W. Moore, W. S. Chapman and Jesse D. Carr, etc.—*all men known to be of pure character and not having any selfish ends to answer, but acting as pure philanthropists, and solely for the public good to use their honest endeavors to have me removed from office!* “What a slander on the name of honesty!” The Commissioner of the General Land Office, Willis Drummond, despatched to California a clerk in the Department by the name of Mark Robinson, to examine all charges that had been filed, or might be made against me; and all those that may be filed of every kind and nature. He came and obtained the evidence of several clerks that had been suborned by Chapman & Co. to use all their endeavors to try and hunt up some evidence of dereliction of duty on my part; not granting to me the opportunity of placing them on the stand, under *oath*, of cross-examining them, and thereby have an opportunity to try and arrive at the whole truth. I have never been permitted to see (nor one of my friends) the report of Robinson, made to the Department at Washington. Upon said report, and the *ex parte* affidavits taken by Robinson, Drummond makes out his extraordinary report, in which he acts the part of a *paid attorney*, and not as a just judge, seeking to ferret out the truth, and decide upon the facts as shown by the record; and steps outside of the *record*, perverts the facts, and *misapplies the evidence*, and goes out of his way to defame my name and character, and heap his wrath also on all the Surveyor Generals who have held the office of U. S. Surveyor General for California.

In a few days after he rendered that extraordinary decision, he resigns his position as Commissioner of the United States Land Office, and enters the law firm of Messrs. Britton & Gray, of Washington City, who have been the feed attorneys of Chapman & Co. for a long time, and who he retained to work up the case against me before the Land Department at Washington. And in this connection I would remark that I know the fact that at the time that Robinson, the clerk sent from Washington, was making the examination in my office, that “*Messrs. Britton & Gray wrote to a gentleman of this city that if he would lend his aid in hunting up charges against me and use his endeavors to have me removed, that Commissioner Drummond had authorized them to offer the office of U. S. Surveyor General for California to him.*” I have also been informed by a gentleman from Washington City, that immediately on the receipt of the *report* and evidence forwarded by Robinson to the Land Office at Washington, he called at the office of Britton & Gray and saw the report and evidence taken in the case laying on the table of Britton & Gray for their inspection and examination. The presumption is strong from that fact that they wrote the report in the case. To show also the inconsistency of Commissioner Drummond, he “charges me, in charge four of his report, that I approved certain work of Deputy Surveyor J. C. Patridge, knowing the same to be incorrect and fraudulent,” and in conclusion of this charge he says: “If this matter had been susceptible of explanation, I am certain that Patridge and the Surveyor General would not have passed it over in silence; and, therefore, I cannot come to any other conclusion than that Mr. Hardenbergh, in approving the survey, knowing it to be incorrect and erroneous,

acted fraudulently and regardless of the sanctions of his oath and his duty as an officer!"

Notwithstanding he finds me guilty of approving this survey of J. C. Patridge, and says that the survey was fraudulent, he, on the 4th day of December, A. D. 1873, within a short time after he wrote the above findings against me, approved the survey of Mr. Patridge, audited his account for several thousands of dollars, which amount was paid to Patridge without any further examination or investigation of his work. And in an official letter to Mr. Patridge's friends, written at the time his account was audited, Mr. Commissioner Drummond says, in said letter, there were no charges against Mr. J. C. Patridge or his surveys.

It is very evident that Commissioner Drummond, in charging me with fraud and subsequently admitting over his own signature that no fraud had been committed by Patridge, simply used this trumped up charge with the other malicious and unsustained charges as an excuse to cause my removal.

I shall take the occasion here to inform the public, that I have learned from a reliable and confidential source, that the clerk, Robinson, who was sent out by Commissioner Drummond, has since deceased at Cincinnati, and a few days before his death he informed a friend of his that he regretted that he had ever been sent out by the Department to California to investigate my official acts; that he had been instructed, prior to leaving the Department, to report against me. He also said that he found not a thing wrong in my official acts, and that he had done me great injustice by his report, and that the injustice he had done me weighed heavily upon his conscience. He regretted that he had to die with *that cloud weighing on his mind!*

What an extraordinary state of facts this presents. This fully explains Drummond's persecution of me. This systematic persecution does not stop here, for the San Francisco *Bulletin*, owned and edited by Pickering and Fitch, who are known by all old Californians to have been my sworn and relentless enemies for over *twenty years*, and I will give the reason for all this. In early days in Sacramento, when they found they could not mould me to their wishes and selfish ends, they used the columns of the *Times and Transcript*, which paper they edited and published at that day, to endeavor by every means in their power to defeat my renomination as Mayor of that city in the spring of 1852. Failing in that, they wrote articles daily in their paper, accusing me of peculations and misappropriating the funds belonging to the City of Sacramento. My greatest sin, however, of that day was, that I furnished the funds to Colonel B. F. Washington and Vincent E. Geiger, both now deceased, to print and publish the *Democratic State Journal*.

The course pursued by Pickering and Fitch at that time rendered them very unpopular, and compelled them to seek other fields, and they removed to San Francisco after the Charter election in April, 1852, had passed, and the Democratic ticket was defeated, and I was defeated by General C. J. Hutchinson, now of this city. I petitioned the Common Council to appoint a special committee to examine my accounts from the time I first became a member of the City Council in May, 1850, to my retiring in May, 1852. My accounts as President of the City Council, as Chairman of the Levee and Street Committees, as Mayor of the City, having disbursed during that period "millions of dollars" while holding those various positions, and at that time, having no Controller or

Auditor to examine the vouchers—in fact, having no absolute check on my disbursements. The Council appointed Aldermen Fogus, Chadic, Forshee, members of the City Council, and all merchants, then doing business in the city. They selected two well known experts to assist them—Judge Miller, now the head of the banking house of D. O. Mills & Co., of Sacramento, and James Coggins, (now deceased) brother of Pascal Coggins, who spent three months in examining all vouchers and bonds from the commencement to the end of my official term. The report of this Committee developed the fact that I did not owe the City of Sacramento one dollar, but the City was in my debt in the sum of (\$975) nine hundred and seventy-five dollars. They recommended that the same be audited and paid, which was done, and the foul slanders that had emanated through the columns of the *Times and Transcript* were proven to be unjust and slanderous.

The citizens of Sacramento, without distinction of party, feeling that a gross injustice had been heaped upon me by the attacks of the *Times and Transcript*, for which I had no redress in those early days, to convey to me their appreciation of my official acts, presented me with a valuable GOLD MEDAL as a token of their regard and confidence, which medal, to this day, I highly prize as an endorsement of my official acts as member of the City Council and Mayor of the city of Sacramento not only, but at the same time a merited rebuke to Pickering and Fitch for their vile slanders against me.

Now from that day to the present Pickering has never let an opportunity pass to defame my name and persecute me. The above are the reasons why the *Bulletin-Call* slander me in their columns. I ask my fellow-citizens of California if such action on the part of the public press, who pretend to defend the innocent and protect the weak against the strong, is not outrageous, vile, and contemptible.

The Sacramento *Union* has also joined in the tirade of abuse against me, and I will take this opportunity to explain the cause that prompts them in their course. The Democratic party of California in 1858—which at that time I was a member of—had no political organ at the capital of the State, Sacramento, raised the necessary funds to publish the *Democratic Standard*, and selected me to publish and manage the same, and Judge C. T. Botts, of this city, was selected to edit the same, which, in a measure, interfered with the circulation of the Sacramento *Union*, published by Jas. Anthony & Co., and by that means incurred the animosity of Anthony, who is known never to forgive an enemy. I also had a bitter newspaper warfare with Anthony, and related some acts of his early history in California, which I have no doubt was not very pleasant for him to hear, and from that day to the present he has used the columns of the *Union* whenever an opportunity offered to spit forth his vile slander and join in the persecution against me. These are the reasons the columns of the *Bulletin, Call* and *Union* are used by the land grabbers, and Pickering and Anthony, to persecute, villify, and abuse me. I openly defy them or any of their pack to place their finger on one of my public or private acts that show any dishonesty or peculation of any kind. The report of Drummond, the Commissioner, as set forth in the pamphlet published by Chapman & Co., has not only outraged me, but perverted the facts, and charged me unjustly, and stepped out of his line of duty as a public officer, and sitting in the capacity of a judge, to give utterance in his report to

the vile slanders, and sought to injure me *before the public* as being a corrupt official.

I will remark right here in this connection, that I have submitted all the evidence taken in the case, together with the *report* made by Commissioner Drummond, to several well known attorneys of this city, who are accustomed to weigh and examine testimony, to review the evidence in the case, and to give me their unbiased opinion. They had but *one opinion*, and so expressed themselves—that there was no evidence in the case to justify such a report as the Commissioner had made, and that he had misapplied the evidence and perverted the facts; and the decision he had made was unwarranted, and he had resorted to technicality and gone outside of the record to sustain his charges to convict me.

I pronounce the report of Drummond as unjust and cruel, unsupported by the facts or evidence submitted to him to pass upon as Judge.

I regret the necessity of my thus appearing before the public; but I would be culpably negligent in the duty I owe to the memory of my father, careless of the reputation I hope to leave as a legacy to my family, and unjust to the many friends I have made in California during a quarter of a century, if I permit these charges to remain unanswered.

When I received the appointment of U. S. Surveyor General for California, I looked upon the position as honorable and responsible, but not more so than others I had held before some, at least, of my accusers and judges had learned their A B C's. How I may have discharged the trusts committed to me in such positions, let the official records and the traditions of the times answer.

I have no desire to proclaim myself a martyr, nor would I have it supposed that I am suffering from any feeling of humiliation at having been removed from office under what I consider a *star chamber proceeding*, but I must confess that in the evening of my life I am anxious to retain the respect and confidence of the friends who, through years of sunshine and storm, have trusted me, and I am also willing to administer a rebuke, if I can, to a *high officer of Government* who, I think, used the power given him by his position, for unjust and selfish purposes.

With full confidence that I shall receive justice at the hands of my numerous friends, I commit myself to their judgment.

J. R. HARDENBERGH.

SAN FRANCISCO, November 14, 1874.

